

भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171222, 301, 203

To,			
M/s			

Dear Sir/Madam,

Ref: RE/MUM/HRD/T-2024/AC/ DN Nagar date :26.12.2024

Subject: Tender for Re-Installation of split air conditioners at D N Nagar Transit Flats 124, 126, 139.

BHEL a Govt. of India Undertaking incorporated under the Companies Act intends to do Re-Installation of split air conditioners at D N Nagar Transit Flats 124, 126, 139.

In this regard we invite two parts bids tender from local civil contractor.

1. Other Details and Contact Persons:

S.N.	Particulars	Details	
1.	BHEL ROD Mumbai address and contact for	Ph No. 022- 22171222/242, 9702204310	
	coordination for tender	Email: anil.mandal@bhel.in	
	Mr. Anil Mandal , Add; Engineer , HR		
2.	Tender documents availability.	Website of BHEL (bhel.com) ,	
		CPPP (eprocure.com)	
3.	Date of issue of tender	26.12.2024	
4.	Last Date and time of submission of bid	02.01.2025 (3pm)	
5.	Date and time of opening of technical bid	02.01.2025 (3.30pm)	
6.	Date and time of opening of price bid	Will informed to qualified bidders	
7.	Tender Type	Work tender; Two part bid	
8.	The bids to be submitted on	Tender box, 15th Floor, BHEL, ROD, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05	

2. GUIDELINES FOR OFFER SUBMISSION:

- 1. Bidders are advised to go through the tender document fully before submitting the dully filled tender in tender box for Techno-commercial bid (Part I) and Price bid (Part II).
- 2. Bidder is free to visit the site during normal office working hours with prior appointment/information
- 3. Take print out of this entire tender documents.
- 4. Fill the required details.
- 5. Fill best possible competitive price in format given
- 6. Bid Validity is 3 months from date of tender opening
- 7. Make the envelope as under

7.1Envelope 1 (write **Technical bid** on it).

It should contain

a. Signed copy of NIT all pages including blank/unquoted price bid

7.2Envelope 2 (write Price bid on it).

It should contain

a. filled price bid, with sign

(please take print of last page (price bid) of this NIT separately, fill the price bid, sign, and put it in Envelope 2)

7.3Envelope 3 (write Bid Installation of split air conditioners at D N Nagar Transit Flats)

It should contain

- a. sealed envelope 1
- b. sealed envelope 2
- 8. Write name of agency and contact details on bottom of each envelope.
- 9. Please ensure sign on each page
- 10. Submit the sealed bid by due date/time

(address: Tender box, 15th Floor, BHEL, ROD, Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05)

3. Techno Commercial Requirement

The Qualifying Requirements for Bidder is as Follows:

S.No	Qualifying Requirements	Documents required
1	Signed Copy of NIT and Compliance Letter.	Self-certified copy

4. SCOPE OF WORK

6 ACs are to be installed in Flat 124, 126,139 BHEL Township, DN Nagar, Mumbai, Maharashtra 400089. It involves provision and fixing new copper pipe, gas filling, stand fixing, servicing, labour charges and other miscellaneous works. Bidder is free to visit the site and get all relevant information required for successful completion of job. Scope of work includes provision of required materials as well as manpower.

5. Special condition:

- 1. Sub contracting or subletting is not allowed
- 2. **BHEL** reserves the right to terminate the contract by giving 15 days notice in writing in case the services are not found satisfactory and forfeit the security deposit
- 3. The party shall indemnify BHEL for all the losses / damages occurred during the operation of the contract.
- 4. **Arbitration**: If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing.. The award of the arbitrator shall be final and binding on both the parties.
- 5. Offer Validity: 3 month from date of Tender opening.
- 6. Statutory Levies: The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.
- 7. **Workmen Compensation:** It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Flats under Workmen Compensation Insurance Act against any unfortunate incidences / accidents while on duty.
- 8. **Risk Purchase / Penalty:** For the unsatisfactory / poor services and not redoing the job at its own cost, BHEL reserves the right to deduct 100% payment made towards the unsatisfactory job done and get the same done through another party at the cost and risk of the contractor.

- 9. Entire job is to be finished within 90 days from the issue of work order. There would be Penalty @ 5% per week of the contract value pro rata. It will be levied, if there is delay beyond the schedule completion period, subject to a maximum of 10%.
- 10. The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

11. Time Limit for Submission of Bills

The contractor shall make a claim for the services rendered under this contract to BHEL within (3)Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

6. **EVALUATION CRITERIA:**

There will not be RA. Bidders are requested to give their best possible offer. Offer should be firm. The offers will be evaluated on the basis of the total price basis (Ref Price Bid) as shown in the price bid. The qualified bidder who quotes lowest, will be referred as L1 and called for further process of award of work. Order will be placed on one party only. BHEL Reserves right to Negotiate with L1 party.

In case of tie for L1, name of parties who quoted lowest, will be written on individual chit, all chits will be folded and placed in box/pot. One of the party (preferably in alphabetical order) will be asked to pick one chit from the box/pot. The bidder whose chit is picked up, will be termed as L1 for further process.

7. PAYMENT TERMS

a. No Advance payment will be made.

Payment shall be made on completion of entire work within 45 days through NEFT/RTGS on receipt of bill duly accompanied by satisfactory completion work certificate from BHEL representative. Payment will be made as per actual work completed satisfactorily.

- b. If bidder is having GST registration, then Pakka bill / Tax Invoice with GST number is must. The bill should be in name of Bharat Heavy Electricals Limited bearing GST No. 27AAACB4146P1ZF. The GST No. of bidder should also be written on the bill. The tax invoice should be GST compliant. The GST amount would be released once it is reflected on GST portal.
- **c.** The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- **d.** In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges and also applicable taxes to the contractor for every calendar month within 45 days of submission of clear bills. TDS as applicable will be deducted at source from the payment.

8. Security Deposit

Security Deposit (SD): The Successful L1 bidder, within seven days of receipt of the notification of acceptance of LOI or before start of work (whichever is earlier), deposit Security deposit @ 5 % of Contract value.

Modes of Deposit:

Security deposit may be made in any of the following ways:

- a. NEFT / RTGS details will be provided(as permissible under the extant Income Tax Act).
- b. Electronic Fund Transfer in favour of BHEL.
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

Note: Acceptance of Security Deposit against Sl. No. (d) and I above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

General Terms related to SD:

- a. The security Deposit will not carry any interest. Security Deposit shall be released to the contractor after 3 months of fulfillment of Contractual obligations as per terms of contract.
- b. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor
- c. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- d. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit.
- e. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- f. The claim period for Bank Guarantee shall be kept three months after the contract end date.
- g. "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"

Letter of compliance

To,

M/s Bharat Heavy Electricals Limited, 15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai –5

Sub: Letter of compliance

Ref: RE/MUM/HRD/T-2024/AC/ DN Nagar date :26.12.24

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms &conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions. In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We hereby declare and confirm that we were given opportunity to visit the site (BHEL DN Nagar) and we acquired full knowledge and information about the site condition.

We are aware and now conversant with local site conditions / Route feasibility to site/Local social issues/Local labour issues/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

We state that there is availability of adequate experienced trained manpower for deployment for the job.

We state that none of our officials is related to board member or employees of BHEL.

We have submitted only one bid in this tender. There is no participation from our other organization having common ownership/partnership.

We state that there is no legal case/litigation in any court of law is pending/convicted/initiated against us. We have NOT been referred to NCLT and Interim Resolution Professional (IRP).

We state that we will follow all local laws / acts / rules prevailing during execution of job and indemnify BHEL from any mishap / claims while undertaking the work.

The above information is true and correct and we will not raise any claim of any nature for this tender if information provided by us is found false.

Thanking you,
Yours faithfully,
Name/Signature of the signatory Date:

To,

M/s Bharat Heavy Electricals Limited, 15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai –5

Subject: Application of bidder

We certify the following and we submit the application for said tender

Ref: RE/MUM/HRD/T-2024/AC/ DN Nagar date :26.12.24

SI. No.	Particular	Remark
1	Name of Bidder	
2	Address and Contact details	
3	Payment Terms	Agreed
4	Compliance letter and NIT terms and conditions	Agreed

Name/Signature	of the	signatory
Date:		

Price Bid

Ref: RE/MUM/HRD/T-2024/AC/ DN Nagar date :26.12.24

Col1	Col2	Col 7
No	Description	In Rs. (All inclusive)
1	All Inclusive charge for installation of 1 AC	A = TO BE QUOTED
2	All Inclusive charge for installation of 6 ACs	Ax6 =

Name/Signature of the signatory

Note:

- A. There will not be RA. Party who has quoted lowest price in Sl.No 1 will be called for further process including negotiation if any and award of work.
- B. The order will be finalized on one party only.
- C. Price quote is all inclusive
- D. The rate quoted by bidder shall be firm till completion of entire job as per tender document.
- E. Price format shall not be changed by bidder in any case and it may lead to rejection of their offer
- F. In case of discrepancy between amount quoted in words and figure, the amount quoted in words will be considered.

Name/Signature of the signatory
Date:

Price Bid

Ref: RE/MUM/HRD/T-2024/AC/ DN Nagar date :26.12.24

Col1	Col2	Col 7
No	Description	In Rs. (All inclusive)
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Note:

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- F. In case of discrepancy between amount quoted in words and figure, the amount quoted in words will be considered.

Name/Signature of the signator
Date: