



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th 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 (Tilak Nagar) date :07.06.2024

Subject: Tender for civil repair work (back side wall) at BHEL Township, Tilaknagar, Chembur

BHEL a Govt. of India Undertaking incorporated under the Companies Act intends to do civil repair work (back side wall) at BHEL Township, Tilaknagar, Chembur

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 coordination for tender Mr. Anil Mandal , Add; Engineer , HR	Ph No. 022- 22171222/242, 9702204310 Email: anil.mandal@bhel.in
2.	Tender documents availability.	Website of BHEL, CPPP, NIC
3.	Date of issue of tender	07.06.2024
4.	Last Date and time of submission of bid	14.06.2024/3pm
5.	Date and time of opening of technical bid	14.06.2024/3.30pm
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	NIC portal (online)

2. GUIDELINES FOR OFFER SUBMISSION:

1. The tendering process will be completed through E-tendering.
2. National Informatics centre is our service provider for E- tendering. URL for E- procurement portal is <https://eprocurebhel.co.in/nicgep/app> .
3. Vendor who are not registered with NIC need to register themselves. The URL for registration is <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> .
4. In case of any clarification please contact below person:
BHEL contact persons mentioned in Section I
For any technical related queries bidder may contact eprocurebhel customer support team
Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787
Email ID : support-eproc@nic.in

5. The tender documents comprise the following: -

Part-1 – Techno Commercial Bid.

All required documents (Signed NIT, Relevant work order/certificate, CA certificate) must be submitted on the portal.

Part-2 – Price Bid

Must be quoted in price bid format provided at the portal.

Format of price bid must not be changed.

3. Techno Commercial Requirement

The Qualifying Requirements for Bidder is as Follows:

S. No	Qualifying Requirements	Documents required
1	Bidder should have average turnover of at least Rs. 64500 for last three year	CA certificate or Audited Account statement to be enclosed.
2	Bidder must have experience of “civil work/ wall construction/repair/ / interior work ” for any premises. Bidder should attached copy of work order (a) Three, contract of value not less than Rs. 86000 each or (b) Two , contract of value not less than Rs. 107500 each or (c) One, contract of value not less than Rs. 172000	Self-certified Photocopy of contract(s) on bidder
4	PAN, GST Certificate as applicable	Self-certified copy
3	Signed Copy of NIT and Compliance Letter.	Self-certified copy

Note: The bidders must satisfy all the Techno Commercial Requirement as stipulated above and submit necessary documents failing which the offers of the bidders shall be summarily rejected. The price bid of only those bidders who qualify in the Techno Commercial Requirement, shall be considered for further processing.

4. SCOPE OF WORK

Location: BHEL Township, Tilak Nagar, Tilak Nagar Railway Station Rd, Mumbai, Maharashtra 400089

It includes:

Sl.No	Job	Particular	Remark
1	A	Wall repairing and Cement Jali fixing	The length of wall is around 170 feet and height is approx. 5.5 feet. Same is to be repaired and cement jali are to be replaced wherever needed.
2	B	Reinforcing of Compound top RCC	The top of compound wall are to be reinforced with RCC. Estimate quantity is approx. 250 sqft
3	C	Fixing Angle for barbed wire	BHEL shall provide barbed wire. However, angle for support of barbed wire are to be provided and fixed by bidder. Contractor should ensure proper fastening/fixing of barbed wire to the angle. Estimate number of angle is 17. Same are to be fixed evenly (i.e 1 angle at 10 feet distance each)

Contractor has to clear all debris/waste material after completion of work.

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.

3. 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:** One 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.

3. 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.

3. **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.

b. 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 .

e. Payment will be made online through NEFT/RTGS to contractor bank account within 45 days of submission of bill and its verification. Successful bidder must give bank details for eMandate in prescribed format.

f. The contractor will have to produce invoices showing the tax elements separately.

g. In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.

h. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

i. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.

j. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.

k. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

I. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

3. **Security Deposit**

Security Deposit (SD): The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender 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,
14/15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai -5

Sub : Letter of compliance

Ref: Ref: RE/MUM/HRD/T-2024 (Tilak Nagar) date :07.06.2024

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 have visited the site (BHEL Tilak Nagar) and 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 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

To,
BHEL,
World Trade Centre, Cuffe Parade, Colaba.

Subject: Application of bidder

We certify the following and we wish to apply for said tender

Ref: RE/MUM/HRD/T-2024 (Tilak Nagar) date :07.06.2024

Sl. No.	Particular	Remark
1	Name of Civil Contractor	
2	Address and Contact details	
3	Work Order Copy	1. 2. 3. (Copy attached)
4	Payment Terms	Agreed
5	PAN, GST certificate as applicable	
6	Compliance letter and NIT terms and conditions	Agreed

Name/Signature of the signatory

Price Bid

Tender Ref: RE/MUM/HRD/T-2024 (Tilak Nagar) date :07.06.2024

Sl.No	Job	Particular	Remark	Lump sum Quote in Rs. (without GST)
1	A	Wall repairing and Cement Jali fixing	The length of wall is around 170 feet and height is 9pprox.. 5.5 feet. Same is to be repaired and cement 9ppr are to be replaced wherever needed.	
2	B	Reinforcing of Compound top RCC	The top of compound wall are to be reinforced with RCC. Estimate quantity is 9pprox.. 250 sqft	
3	C	Fixing Angle for barbed wire	BHEL shall provide barbed wire. However, angle for support of barbed wire are to be provided and fixed by bidder. Contractor should ensure proper fastening/fixing of barbed wire to the angle. Estimate number of angle is 17 (i 12 feet). Same are to be fixed evenly (i.e 1 angle at 10 feet distance each)	
		Total Amount in Rs. for job A+B+C		

Note: 1: Scope includes provision of required material and manpower. Cost of removal of debris is also included.

Note : 2: Above rates are exclusive of GST.

Name/Signature of the signatory