

Tender Enquiry No.: STM/FTX/CM/301/2020-21/002

Dated: 14/02/2020

Due Date: 06/03/2020

**BHARAT HEAVY ELECTRICALS LIMITED****(Block-VI Maintenance: FTX)**

**NAME OF THE WORK : Breakdown & Preventive Maintenance (Electrical/Mechanical) of Critical Machines ( 10 Nos. ) in STM Division.**

The contractor shall fill remarks column against all items. This tender schedule must be submitted along with TECHNO-COMMERCIAL PRICE BID. Enclosed here with duly signed and stamped on each page with your covering letter. Any deviations/deletions etc. should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder and same is submitted in Techno-commercial bid:

Name of the Contractor :

Full Address :

Contact person :

Phone / Fax :

Email id :

Mobile No :

S No.	Description	Contractor's Acceptance/ Remarks
1	PF CODE NO (If available or else to be taken before start of work)	
2	ESI CODE NO	
3	LABOUR LICENCE NO. under section 12 (1) of R&A 1970 & Validity (either valid or under renewal should indicate)	
4	PAN No.	
5	Validity: 90 days from enquiry due date.	
6	EMD & Security Deposit clause: acceptance as per Annexure I, Clause No. 7	
7	Taxes and duties : mention whether included and firm during contract period OR extra as applicable in Schedule for Rates Annexure II	
8	Terms of Payment: as per clause No. 2 & 3 of tender enquiry (Annexure I)	
9.	Penalty Clause (Clause 5 of Annexure-I)	
10.	Qualifying requirement (Annexure – B)	
11.	BHEL reserve all rights for the short closure or extension of works Contract as per BHEL requirement.	

**(Signature & Seal of Contractor & Date)**

## **TENDERING PROCEDURE**

**Tenders may be dropped on or before the due date & Time in the Works Tender Box (Tender Room ADM Building, Ground Floor of BHEL, Bhopal – 462021**

**The bids shall be submitted in two parts.**

### **1. Techno-commercial bid (Part – 1).**

- 1.1 Techno-commercial Bid (Part – 1 ) : The first envelope shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, Labour license, PAN No., EMD, Documents for fulfilling qualifying criteria along with all relevant papers. The envelope shall be super scribed “Techno-commercial bid Enq. No. ... (Name of work)” .....
- 1.2 The Second envelope shall contain only the price bid to be quoted in Schedule of Rates (Annexure ‘II’) any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page. The envelope shall be sealed and super scribed “Price Bid ----- (name of work)”.
- 1.3 Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for ----- (name of work)” and shall be addressed to **Dy.Mgr.(FTX) and drop to Tender Room ADM Building, Ground Floor of BHEL, Bhopal – 462021 to reach on or before 06.03.2020 by 11.00 hrs.** on due date and it should also contain Tenderer address, Tender No.& due date.
- 1.4 The tenders will be opened in BHEL Bhopal on tender due date at 14.00 hrs. in presence of those tenderers who choose to be present. BHEL will be not responsible for any postal delay.  
**Note:** - Only part –1 i.e. Techno-commercial offer shall be opened on the due date of tender opening.
- 1.5 Date of opening of price bids will be intimated after techno-commercial suitability.
- 1.6 The technical bid consists of technical schedule requiring documentary proof. In case the party has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- 1.7 Tenders received mixed with both technical & Price bid documents without individual envelop will be rejected. The Techno-commercial Bid as Part – 1 will be opened at 02:00 PM on due date. Price – Bid will be opened later after evaluation of Techno-commercial Bid.
- 1.8 **Period of Contract will be One year from the date of Work Order.** Contractor has to furnish and accepts the above Technical, Commercial and General Terms & Conditions. If nothing is written about it will be presumed that you have agreed to all the conditions therein.
- 1.9 **Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**
- 1.10 Contractor has to furnish and accepts the above Technical, Commercial and General Terms & Conditions. If nothing is written about it will be presumed that you have agreed to all the conditions therein.
- 1.11 **Cost of the Tender documents is Rs. 500/- (Rupees Five Hundred only) + GST,** electronic fund transfer receipt is to be attached with the Techno – Commercial offer in favour of BHEL Bhopal and is not refundable.

### **2. TERMS OF PAYMENT: Shall be as under: –**

Payment shall be made against submission of running bills on every Month on actual man hour Basis of Skilled, Semiskilled & Unskilled Worker. For MSME Vendors payment will be made within 45 days & for other vendor within 60 days from the date of clearance of bill.

TDS will be deducted from running bill as applicable.

Contractor has to pay minimum wage as declared by HR CLC Department i.e. Skilled – Rs 462.94, Semi-Skilled - Rs 441.56 & Unskilled – Rs 417.32.

Any Change in minimum wages by HR CLC Department Contractor have to pay to their worker.  
Contractor has to compulsory give Bonus to their works as per BHEL guidelines.  
Contractor has to compulsory give safety shoe, uniform & Helmets to their works.  
GST will be Paid Extra as applicable.

3. **TDS will be deducted from running bill as applicable.**

Contractor has to pay minimum wage as declared by HR CLC dept.  
Contractor has to compulsory give Bonus ,safety shoe, uniform & Helmets to their works.  
GST will be Paid Extra as applicable.  
Expected no of Man Hours for 1 year period of Contract  
(a) Skilled = 33472 man hours.  
(b) Unskilled = 15536 man hours.

### 3.1 GST Clause

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before the award of work order.

2. HSN Code / SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

3. **GST portion of the invoice shall be released only upon:-**

2.2.1. All invoices raised by contractors/vendors must be GST compliant Tax Invoices as per GST invoice rules.

2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

2.2.3 Receipt of goods/services and Tax Invoice by BHEL and

2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal

2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax Invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed /denied to BHEL due to **non/delayed receipt of services/goods and / or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

#### **Reverse Charge under GST**

5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers / contractors as per NIT, applicable GST will be charged in addition to the same.

#### **Tax Deduction at source**

7. **TDS** as per extent provisions of the GST Law shall be deducted from supplier/ contractor bill.

#### 4. DEPLOYMENT OF MANPOWER :

	Supervisor	Skilled Fitters	Skilled Electricians	Unskilled Helper
I <sup>st</sup> / II <sup>nd</sup> Shift	1	3	2	3
III <sup>rd</sup> Shift	0	1	1	0
Sunday / Holiday	1	2	1	2

Working in IIIrd shift & Sunday/Holiday will be on need basis.

The manpower deployed in third shift will be engaged in First shift / second shift when machine is not running in third shift.

Above deployment of manpower on Sunday/ Holidays are tentative and actual deployment is as per BHEL requirement.

The deployment of manpower in First shift / Second shift / Third shift can be vary depending upon BHEL requirement. On working day contractor has to tentative deploy 20 workers, however actual deployment will be as per BHEL requirements.

#### 5. PENALTY CLAUSE :-

Penalty shall be deducted only if shortage in actual man hour is more than 10% of the required man hour for each quarter. Actual man hour (skilled & unskilled) will be calculated for every three month (including overtime hours given to workers). The deduction for each category shall be Rs. 35 per hour GST charge extra.

Above mentioned deduction can be calculated after every 3 months (each quarter) of the contract period Deducted from the next contractor bill. Calculation for the last quarter shall be done in the last bill. The maximum cumulative penalty shall be limited to 10% of the Work order value. GST will be charged extra. Supervisor treated as skilled worker.

#### 6. INSPECTION:

In view of the criticality of the job the bidders are advised to inspect the machines to study the requirement of work in details before bidding. The bidder can inspect the machines with prior intimation on any working day from 9:00 hrs. to 16:00 hrs. before the last date for submission of tenders.

#### 7. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

Earnest Money Deposit and Security Deposit will be as per the tender documents.

##### 7.1 Earnest Money Deposit (EMD):

7.1.1 The earnest money deposit shall be Rs. 71,380 /- or one time EMD of Rs. 5,00,000/-.

##### 7.1.2 Modes of deposit

**The EMD may be accepted only in the following forms:**

- (i) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (iii) Banker's cheque / Pay order / Demand draft in favour of BHEL (along with offer).
- (iv) Fixed Deposit Receipt (FDR issued in the name of Contractor a/c BHEL).

In addition to above the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

##### 7.1.3 Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

7.1.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting dept., not below the rank of AGM.

7.1.5 EMD shall not carry any interest.

7.1.6 EMD of successful tenderer will be retained as part of Security Deposit.

7.1.7 EMD can also be accepted in the form of FDR 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)  
EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

## **7.2 Security Deposit**

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

7.2.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Security Deposit.

### **7.2.2 Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

i) Electronic Fund Transfer in favour of BHEL Bhopal.

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL Bhopal.

iv) 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)

v) 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)

### **7.2.3 Collection of Security:**

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding ₹ 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

7.2.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

7.2.5 The Security Deposit shall not carry any interest.

## 8. TENDER SUBMISSION AND OPENING:

Tender submission location: Tender Box (For Works), Tender Room,  
Ground Floor, Administrative Building,  
Bharat Heavy Electricals Limited, Piplani PO Bhopal – 462022.

**Tender Submission time/date: Before 11:00 hrs on 06.03.2020.** Tenders received after 11:00 hrs. will be treated as LATE TENDER.

**Tender opening time/date: 14.00 hrs on 06.03.2020 in Tender Room.**

The tender envelope must carry the following information on the top of the envelope:

Tender Enquiry No:

Party's name:

**Tender/Enquiry Opening date :**

9. In the event of acceptance of tender, and if the contractor fails to commence work within Prescribed period, BHEL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money.
10. Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
11. For General terms and conditions for inviting reconditioning tenders and award of contract ref. Annexure-III.
12. Quotations must be valid for at least 90 days.

## 13. RULES AND REGULATIONS OF THE CENTRAL/STATE GOVERNMENT:

In the event of award of any contract to Central/State government, it will have to observe and perform all the laws/enactment for the time being in force. For an example the information about wage bills amount and deduction of contributory provident fund of all of your employees every month have to be submitted. Permanent P.F. Account No., ESI Reg. No., Labour License No. etc. allotted by the concerned authority should also be mentioned in your quotation. This is necessary as per the latest directives from Regional Provident Fund Commissioner M.P. Government. Documents regarding your registration with Sales Tax and Excise authorities may also be forwarded along with income tax clearance.

14. All the documents being sent herewith should be returned back to us duly signed on each paper along with your offer. The general terms and conditions being attached herewith shall also form an integral part of contract Agreement for individual machines in case the work order for any is awarded to you.
15. **Bids lower than the minimum statutory amount, i.e. minimum wage, PF, ESI, etc., as may be declared by unit HR deptt., shall be rejected.**
16. **BHEL reserves all rights for the short closure or extension of works contract as per BHEL requirement.**

Thanking you.

Yours faithfully,  
**Dy.Mgr.(FTX)**  
**For B.H.E.L. Bhopal**