



BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

Piplani, BHOPAL- 462021, INDIA

Ref: GPX/04/2020-21/

Date: 05/05/2020

TENDER ENQUIRY NO. : GPX/19/EN/15 R, Dated: 05/05/2020

Sub: - Annual overhauling of 02 nos. oil fired boilers (Reg. No. MP 4965 & MP 4966, capacity 12 TPH each) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.

Dear Sir,

Sealed tender is invited in two bid system for carrying out the above work, as per the details given in the scope of work (Annexure-I), General terms and conditions (Annexure-II), Contractual & legal obligations (Annexure-III), Conciliation Clause (Annexure IV), BHEL terms & conditions for Health Safety & Environment (annexure-V) and GST annexure VI.

Contract Period : 5 Months from work start date in LOI/WO
(However actual overhauling work is to be done as per tentative schedule given in special conditions of Annexure I).

Last date of tender submission : 15/05/2020 up to 14:00 Hrs (Tender received after due date & time will not be accepted)

Date & time of tender opening : 15/05/2020 at 14:00 Hrs

Type of Bid- Two Bid

Mode of tender submission : Two bids of tender shall be mailed to the TENDER BOX E-MAIL ID – “mmtender.bpl@bhel.in” as two different files mentioning Techno-commercial and Price Bid separately up to 14:00 Hrs. of due date.
The mail should contain the enquiry no., name of work and due date.
Bids received after the Due Date and Time of opening are liable to be rejected.

Remark: Offers should be received by email before 14:00 hrs as per BHEL record on due date in order to be considered. Offers through any other means would not be accessible during lockdown."

Note: During lockdown period it is not feasible to open the offers (Technical & price bid) in presence of representatives of vendors. The result of tender opening shall be informed to all vendors who have quoted against the enquiry.

1.0 Techno-commercial Bid (Part-1): The first file shall contain the Techno-commercial bid as per the enclosed Annexure – I, II, III, IV, V & VI duly signed by the contractor and Eligibility criteria/qualifying requirement as per annexure A & techno- commercial declaration as per annexure VII duly filled and signed by the contractor with copies of relevant documents, tender cost. The file shall be named “Techno-Commercial bid”.

1.1 Price bid (part-2): The second file shall contain the price bid only. The prices shall be quoted in price bid format only. The price bid should be on letter head of bidder duly sealed and signed. Scanned copy of price bid should be submitted and file should be named “Price Bid.”

Price 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 persons(s) signing the bid else bid shall be liable for rejection.

2. Tender terms:-

- 1) The bid should be valid for three months.
- 2) The contractor shall quote considering the statutory prescribed minimum wages and additional wages as recommended by BHEL.
- 3) All the activities of this contract are related to each other; therefore total work of this contract is to be done by the single contractor only.

- 4) BHEL, Bhopal also reserves right to reject the tender and disqualify the tenderer from participating in tender if it is found that any relative of the tenderer is working in tendering department.
- 5) The other terms and conditions are as per annexure-I, II, III, IV, V & VI.

3.0 Eligibility criteria/ qualifying requirement:-

Eligibility criteria/qualifying requirement shall be as per annexure A enclosed. Contractor has to submit duly filled & signed annexure A with technical bid. Contractor not submitting the same are liable to be technically disqualified and no correspondence will be done after opening of Techno-Commercial offer.

4.0 Tender cost:

Tender cost of Rs. 200/- (Rupees Two Hundred Only) plus GST extra on tender fee shall be deposited through electronic fund transfer mode/online. It can be deposited through SBI (SB collect) .Proof of tender cost deposit is to be submitted along with tender. Tender received without remittance of tender cost will not be considered further and will be rejected.

5.0 Earnest Money Deposit:

- (i) **EMD shall be deposited through electronic fund transfer mode/online mode, which can also be deposited by SBI (SB collect). EMD is to be deposited before tender opening.**
- (ii) 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)
- (iii) EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

Tender received without remittance of EMD will not be considered further and will be rejected. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer (EMD shall be refunded only after getting EMD refund claim format of BHEL duly filled and signed by the contractor/bidder). EMD shall not carry any interest.

EMD Amount: EMD amount shall be Rs. 1825.00

One time EMD value: One time EMD for BHEL Bhopal (for exemption from payment of EMD with each such tender in that unit) is **Rupees Five Lakhs**. The proof of deposition of one time EMD is to be submitted by them along with the tender documents.

Note: - EMD by the Tenderer will be forfeited if:-

- a) 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.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

6. Security deposit:

Security Deposit will be collected from the successful tenderer before start of work and it will be refunded after completion of work order.

Total amount of security deposit shall be 5% of the contract value.

Note: - Security Deposit may be furnished in any one of the following forms: -

- i) **Security Deposit shall be deposited through electronic fund transfer mode /online mode.It can be deposited using SBI (SB collect).**
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) 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).
- iv) 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)
- v) Security deposit can also be recovered at the rate of 10 % from the running bills. However in such cases at least 50% of the Security Deposit shall be collected before start of the work and Balance of the Security Deposit shall 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.
- vi) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- vii) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) 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).

Note: EMD/SD can be deposited online through following link as mentioned below:

<https://www.bhelbpl.co.in/qcins/iccs.htm>

7. Income tax pan no., GST reg. No., P.F. & ESI reg. NO:

The tenderer has to submit Income tax Pan, GST reg. No., copies of P.F. & ESI Reg. No. along with the tender. The contractor has to mention & submit the details of the labour license possessed by him along with the tender, if required as per BHEL/MP Govt. prevailing rules.

8. MSME benefit and relaxation shall be provided as per MSME norms.

9. Compensation of Delay/ Penalty Clause:-

If the contractor fails to maintain the required progress in terms of work order or to complete the work and clear the site on or before the contract or extended date period of completion, he shall without prejudice to any other right or remedy of company /corporation on account of such breach pay as agreed compensation amount calculated as stipulated below-

a) 0.5 % (half percent) per week of contract value.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of total contract value.

The contractor has to complete the activities of boiler overhauling within 10 working days (Here working days means working days of BHEL Bhopal) from the date of handing over the boiler to him for each boiler. i.e boiler is to be made ready for hydraulic testing within 10 working days from the date of handing over the boiler. Failure in the same will result in penalty as per above LD clause.

10. Payment terms: -

Payment will be made through finance works after satisfactorily overhauling of each boiler and submission of bill by the contractor duly certified by the engineer incharge and submission of PF, ESI challans& wage sheet by the contractor for the man power deputed during the work. Payment of running bills shall be made within 60 days (45 days in case of MSMEs) from the date of submission of bills (measurement book) by the contractor, meeting all formalities and duly verified by Site Engineer.

11. Taxes clause: GST clause shall be as per annexure VI.

GST/Taxes (if any) shall be paid only when relevant bill/invoice bearing tax registration no. along with the receipt/challan copy of deposition of tax is submitted.

Any loss/delay in tax credit due to the reason attributed to the contractor shall be recovered from them along with applicable interest.

Tenders received after due date & time of their "Submission" shall be treated as Late Tenders and same will not be considered.

Enclosures:-

1. Detailed scope of work & general conditions (annexure – I)- 03 pages
2. General terms & conditions(annexure – II)- 02 page
3. Contractual and legal obligations of the contractor (annexure – III)- 04 page
4. Conciliation clause- Annexure IV- 08 pages
5. Bhel terms & conditions health, safety & environment:(annexure – V)- 02 page
6. GST annexure VI-01 page
7. Techno Commercial Declaration - Annexure VII -01 page
8. Price bid format (annexure –VIII) - 01 page
9. Eligibility criteria – Annexure A

For & on behalf of BHEL, Bhopal

Umesh Kumar Gupta
Dy. manager (GPX)