

TENDER SPECIFICATION

BHEL RUDRAPUR

FOR

CONSTRUCTION OF EARTHING PITS 4 NOS AT BHEL RUDRAPUR

RFQ No:201702451 dt 26.07.2017

Due Date of Submission of tender: 18.08.2017 at 1400Hours

Opening of Techno Commercial Bids: 18.08.2017 at 1500hrs



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Component Fabrication Plant,

Rudrapur, Udham Singh Nagar.

Uttarakhand,263153

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Component Fabrication Plant,
Rudrapur, Udham Singh Nagar.
Uttarakhand, 263153

Open Tender Specification No.
RFQ No 201702451 Dt. 26.07.2017
FOR

CONSTRUCTION OF EARTHING PITS 4 NOS AT BHEL RUDRAPUR

One set of Tender documents consisting of
1) Techno-commercial bid - 1 copy
2) Price bid for Installation Package - 1 copy

Book Sl. No.....

Issued To,
M/s,

.....
.....
.....

Refer NIT for Last date of submission
Please note this tender document is not transferable.

For any query related to above tender document, please contact:
1) Ajay Kumar ,Engineer (MM/WCM), Email: ajaykumar@bhel.in,
Ph: 05944-257209.
2) R..K Saxena , DGM(MM/WCM/CS), Email: Rksaxena@bhel.in,
Ph: 05944-257221.

For and on behalf of
Bharat Heavy Electricals Limited

Engineer / MM/WCM-Dept.

Place: - Rudrapur
Date:-

NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE

 To,

Dear Sir / Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (Meeting QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED, RUDRAPUR as per the tender document. Following points relevant to the tender may please be noted and complied with.

01. SAILENT FEATURE

| Sl.No. | ISSUE | DESCRIPTION |
|--------|-------------------------------------|---|
| I | TENDER | 201702451 Dt 26.07.2017 |
| II | BROAD SCOPE OF WORK | Construction of Earthing Pits 04 nos at BHEL Rudrapur |
| III | DETAILS OF TENDER DOCUMENT | |
| (a) | Volume-IA | Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc |
| (b) | Volume-II | Price Bid |
| (c) | Due Date & Time of Offer Submission | Date : 18.08.2017 , Time :1400 Hrs Tenders can be submitted through representative / in person at designated tender box at BHEL RUDRAPUR. |
| (d) | Opening of Tender | Date : 18.08.2017, Time :15. Hrs Notes:- (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. 2) Bidder may depute representative to witness the opening of tender |
| (e) | EMD Amount | Rs 2007/- (Rupees Two thousand seven Only) |
| (f) | Cost of Tender(Non Re-fundable) | NA |
| (g) | Last Date for Seeking Clarification | At least 4 days before the due date of offer Submission. |

02. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates / Price including discounts / rebates, if any, mentioned anywhere / in any form in the techno- commercial offer other than the Price Bid, shall not be entertained.

03. **EMD** : Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the

extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

a. **Beneficiary** -: Bharat Heavy Electricals Limited

Bank Particulars

| | | |
|--------|--|---|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | '05944 - 247678 / 247646/ 243843 |
| iii). | Branch Address:- | INDIRA CHORAHA RUDRAPUR ,US NAGAR PIN 263153 |
| iv). | Bank Fax No. (with STD code) :- | ' 05944 - 243454 |
| v). | 9 Digit MICR Code of the Bank Branch :- | 263002001 |
| vi). | Bank Account Number :- | 10672521208 |
| vii). | Bank Account Type :- | CASH CREDIT |
| viii). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN000708 |

04. Procedure for Submission of Tenders: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- a) PART-I consisting of 'PART-I A (Techno Commercial Bid) & 'PART-I B (EMD) in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPEII)
- b) PART-II (Vol-II-Price Bid for package) – In sealed and super scribed envelope (ENVELOPE-III)
- c) One set of each document shall be retained by the bidder for their reference.

05. The contents for ENVELOPES and the superscription for each sealed cover / Envelope are as given below. (All pages to be signed and stamped)

| Sl.NO. | Description | Remarks |
|--------|---|---------|
| | PART I A | |
| | ENVELOPE – I super scribed as : PART-IA (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:- | |
| i | Covering letter / Offer forwarding letter of Tenderer. | |
| ii | Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender. | |

| | | |
|-------------|---|----------------|
| iii. | Supporting documents/ annexure/ schedules/ drawing etc as required in line with Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc. | |
| iv | All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc., pertinent to this NIT. | |
| v | Integrity Pact Agreement (Duly signed by the authorized signatory) | Not applicable |
| Vi | Notice inviting Tender (NIT) | |
| VII | Volume – II : Price Bid(annexure V) | |
| PART I B | | |
| | ENVELOPE – II super scribed as: PART-IB (EMD / COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:- | |
| i | Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with BHEL Rudrapur. | |
| PART II A | | |
| | PRICE BID for package consisting of the following shall be enclosed | |
| | ENVELOPE-III super scribed as: PART-II A (PRICE BID for package) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING | |
| i | Covering letter / Offer forwarding letter of Tenderer enclosed in Part-I | |
| ii | Volume II – PRICE BID for package(Duly Filled in Schedule of Rates – rate / price to be entered in words as well as figures) | |
| OUTER COVER | | |
| | ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING: | |
| I | o Envelope I o Envelope II o Envelope III | |

SPECIAL NOTE:

All documents / annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents

06. SECURITY DEPOSIT

- Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. 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.

- The security Deposit should be furnished before start of the work by the contractor.

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) 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).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) 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).
- vi) Security deposit can also be recovered at the rate of 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. However in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, 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).

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.

- The Security Deposit shall not carry any interest.
- In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
 - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**
 - iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - v) 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 BHEL.
 - The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
 - BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract

as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

6.1 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

07. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
08. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
09. **Payment Terms:**
The payment shall be released on progressively after submission of monthly RA bill with CENVARIABLE invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book within 45 days from the date of Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:
1. Original Invoice in Triplicate.
 2. Copy of work order.
 3. Copy of work allocation annexure.
 4. Copy of work completion certificate as per WAM-6/WAM-7
 5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
 6. Copy Gate Attendance register.
 7. Copy of wage register(form-17).
- (Note: Without above documents bill cannot be processed for payment)
- Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days(bill processing time shall be 10 days by MNT deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (executive level person) on monthly basis. Payments shall be made in line with the rates provided by the bidder in the detailed billing breakup which is in line with BOQ. All payments will be subject to deduction of income tax at source as per applicable income tax rules and service tax shall be payable as per service tax rules
10. Since the job shall be executed at BHEL/site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. For any clarification on the tender document, the bidder may seek the same over e-mail, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
12. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
13. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation

shall prevail.

14. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
15. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.

15a. **Integrity Pact (IP)**

- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1 (xi) above.

- ii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.

16. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
18. Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise
19. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23. Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand-alone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

24. The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.

27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on “supplier registration page”.

29.1 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

| Type under MSE | SC/ST owned | Others |
|----------------|-------------|--------|
| Micro | | |
| Small | | |

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- MSEs shall be exempted from payment of tender fee.
- MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall

strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.1 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid

for BHARAT HEAVY ELECTRICALS LTD

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Chartered Accountant certificate for MSMED
- (iii) Annexure-3: General Terms and Conditions of Reverse Auction (RA)
- (iv) Annexure 4: TCC (Technical Conditions of the Contract)
- (v) Annexure 5: Price Bid
- (vi) Annexure 6: contractual Obligations

PRE QUALIFYING REQUIREMENTS(PQR)

| | |
|-----------|--|
| JOB | Construction of Earthing Pits 04 Nos at BHEL Rudrapur. |
| TENDER NO | 201702451 Dt 26.07.2017 |

| SL NO | NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA | | Checklist |
|-------|--|------------|---------------------------|
| A | Acceptance of BHEL's terms and conditions of the NIT(bidder shall submit signed and stamped copy of BHEL's Terms and conditions of NIT) | applicable | Document Submitted Y/N |
| B | Submission of EMD as specified on the page no 3 of the NIT | Applicable | Document Submitted Y/N |
| C C-1 | <p>Technical</p> <p>Bidder who wish to participate should have:</p> <p>Experience of having successfully 'Executed' Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>C-1.1 Three (03) similar works each costing not less than the basic amount equal to Rs. 40157.</p> <p style="text-align: center;">OR</p> <p>C-1.2 Two (02) similar works each costing not less than the basic amount equal to Rs.50197.</p> <p style="text-align: center;">OR</p> <p>C-1.3 One (01) similar work costing not less than basic amount equal to Rs. 80315</p> <p>Explanatory Notes for 'C'</p> <ul style="list-style-type: none"> • The word 'Executed 'means the bidder should have achieved the Technical Criteria, specified in the PQR (as in 'C' above), even if the total contract has not been completed or closed. (The Bidder shall submit the work completion certificate issued by Customer / Contractor.) • If the Qualifying work is executed in the last seven years' period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. <p>Definition of similar work(s): Construction of Earthing Pits</p> | applicable | Document Submitted Y/N |
| D | Submission of PAN,Service Tax registration/GST registration Nos along with copies of the same | Applicable | Document Submitted Y/N |
| E-1 | <p>Financial</p> <p>TURNOVER: Bidders must have achieved an average annual financial turnover (Audited) of Rs. 30118 or more over last three Financial Years (FY) i.e. (2016-17, 2015-16, 2014-2015). Bidder shall submit audited accounts (balance sheets and profit &</p> | applicable | Document Submitted Y/N |

| | | | |
|-----|---|------------|---------------------------|
| | <p>loss account) in support of this.</p> <p>Note : all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three</p> | | |
| E-2 | <p>Net worth: Net worth of the Bidder based on the latest Audited Accounts as furnished for 'E-1' above should be positive.</p> | applicable | Document Submitted Y/N |
| E-3 | <p>Net Worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p> <p>Note: Profit: Bidder should have earned cash profit in any one of the three financial years as applicable in the last three financial years defined in 'E-1' above based on latest Audited accounts. depreciation) earned during any one of the three financial years as in 'E-1' above The Bidders to enclose the copies of profit and loss statement of Balance sheet in support of above.</p> | applicable | Document Submitted Y/N |

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S....., (hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II) dtd:....., Category:(Micro/Small)). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006: Rs..... Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006: Rs.....Lacs (Strike off which is not applicable) T h e a b o v e i n v e s t m e n t o f R sL a c s i s w i t h i n p e r m i s s i b l e l i m i t o f R sL a c s f o r Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or the company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –
Seal of Chartered Accountant

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- A. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'online sealed bid' in the reverse auction. Non submission of the 'Process compliance form' or 'online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per the extant guidelines for suspension of the business dealings with the suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L-1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on the lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that the L-1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
7. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL".
8. Reverse auction will be conducted on schedule date & time.
9. At the end of reverse auction event, the lowest bidder value will be known on the network.
10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure-IV
TCC (Technical Conditions of contract)

1. Scope of Work:

1. Construction of earth pit through suitable boring on RCC surface(RCC thickness 50-75mm)
2. GI conductor strip in GI electrode pipe size:80-120mmdia,3mtr. long, filled with suitable quantity of conduction material(gel) in surrounding area of conductor strip.
3. Filling of 25 kg(two bags) of chemical compound around the electrode in order to boost moisture.
4. Testing of value of resistance for the constructed earth pit. The earth pit resistance must be ≤ 3 Ohm.

Note: (i)Value of resistance should remain ≤ 3 ohm for warranty period of one year.

(ii) Bidder It is advisable that bidder should visit the site to assess the site/working conditions before submission of offer. Contractor shall be responsible for carrying out work in the prevailing conditions. BHEL shall not be liable to compensate in any form for any claim whatsoever by contractor in this regard

1. Only those parties accepting BHEL terms & conditions of tender should submit sealed offer in two bids. Tender no. due date & name of bidder should be mentioned on the envelope containing offer.
2. **Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid I separate sealed envelopes('Techno-commercial' & 'Price Bid' should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., due date & name of bidder should be mentioned on each envelope.**
3. **Bidder to submit EMD of Rs. 2007.23 along with its offer. Offers without EMD shall be out rightly rejected. EMD of successful tenderer will be retained as part of Security Deposit. EMD shall be exempted for MSME bidders, subject to clause no.14.** EMD by the bidder shall be forfeited if:(i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his offer 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.
4. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in 'Format of Price Bid' (Annexure-VI). BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer.
5. The offered rates shall be firmed & valid for the period of 90 days from the date of opening of techno-commercial bid.
6. **Penalty:-** If the work is not completed within the specified delivery schedule and any *extension thereof, the contractor shall be liable to pay liquidated damages for delay in completion of work @ 0.5% of the value of work for delayed scheduled service, for every week of delay or part thereof, subject to a maximum of 10% of the contract value without BHEL being required to establish and prove the actual loss/ damage suffered by BHEL on account of such delay.
*Extension in delivery schedule may be given by BHEL with condition of "with **OR** without LD". Extension without LD shall be given only where, delay is attributable to BHEL.
7. **Warranty Period:** The contractor shall undertake warranty of the work carried out by it for a **period of 12 month** from the date of successful construction of earth pit. During warranty period, if the resistance value of earth pit is increased from 3 Ohm, the contractor shall rectify the same within 48 hrs of intimation
8. **Security Deposit(S.D):** Successful tenderer shall be required to submit security deposit with BHEL @5% of total contract value as security in form pay order/DD/cash/Local cheque of schedule banks, subject to realization. **Security Deposit shall be forfeited and contract shall be terminated by BHEL in case of revoking/breach of contract in part or full / unsatisfactory work by the contractor. S.D. shall be refunded two months after completion of warranty period**

9. For payment of service tax, copy of service tax registration to be submitted. In case of GST is implemented during contract period, and then GST shall be applicable in lieu of taxes.
10. BHEL reserves the right to:
 - (a) BHEL reserves the right to reject any or all offers without assigning any reason therefore.
 - (b) Get the work done through alternative source at BHEL discretion at contractor's risk & cost after providing 24 hours of notice period , in case contractor fails to carry out obligation under the contract. In this case, cost incurred by BHEL over and above contracted rates shall be recovered from contractor's due.
 - (c) Terminate the contract by giving a notice of one week in case of non-satisfactory performance by the contractor.
11. While carrying out the work, the contractor shall abide by the entire legal/statutory/safety requirement as applicable as per 'Contractor' obligations (Contractual & Statutory)' as per **Annexure-VI** for the workmen engaged at BHEL works.

CONTRACTOR'S OBLIGATIONS**A) CONTRACTUAL:**

- a) Contractor shall decide the employee to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such worker about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph, duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor, shall lie exclusively with him.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipment's.
- m) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the Contract at his cost and if necessary Contractor shall take insurance policy of his men, material, equipment's and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,
 - Service Tax Act
 - and all other applicable Acts,
 shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of atleast 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI , pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970

RFQ No201702451 dt 26.07.2017**Price Bid**

Sub: Rates & BOQ for "Construction of Earthing Pits 04 Nos." (Format for price bid).

| Sl. | Description | Unit | Qty. | Rate(Rs./Qty.) | Amount(Rs.) |
|-----|--|------|------|----------------|-------------|
| (i) | Construction of earth pit as per scope of work at Annexure-I | Nos. | 4 | | |
| (A) | Tax @ __ on (i) | - | | | |
| (B) | Total amount (A+(i)) | - | | | |

Note:

1. **Service tax would be payable at applicable rate in accordance of clause no.09 of Annexure-IV.
2. No condition(s) should be mentioned by bidder on price bid. Conditional offer shall be rejected.
3. Certified that all Sections of the Tender have been read, understood & agreed

Bidder's signature & Stamp