

Bharat Heavy Electrical Limited Bhopal



YOUR REF :
OUR REF : EMT/792/R/19-20/02
DATE : 21/05/2019

NIT NO. EMT/792/R/19-20/02

Sub: *Lighting arrangement in berkheda guest house and provision of backup power supply through DG set in berkheda guest house and proposed BHEL museum, BHEL township on MCM meeting.*

Sealed Tender is invited for the work of *“Lighting arrangement in berkheda guest house and provision of backup power supply through DG set in berkheda guest house and proposed BHEL museum, BHEL township on MCM meeting ”* as per particulars of the tender given below:-

- | | |
|--|------------------------------------|
| 1.1 Last date of submission of tender | : 24/05/2019 up to 10:00 AM |
| 1.2 Tender technical bid opening date and time | : 24/05/2019 at 11:00 AM |
| 1.3 Tender price bid opening date and time | : 24/05/2019 at 02:00 PM |
| 1.4 Contract Period | : Five Days from WO. |
| 1.5 Payment terms | : Final bills. |
| 1.6 PVC/ORC | : Not allowed |
| 1.7 LD/Penalty | : As per clause 10 of annexure-III |

NIT Specifications:-

1. Bidders are advised to read and understand the tender document properly.

Pre –Qualification Criteria:-

2. *Party must have executed light decoration work or any other work related with electrical in last 5 years from 31st March 2019. At least one no. WO or PO shall be submitted as a proof of experience of dealing in such job.*
3. Cost of tender documents enclosed herewith is Rs. 200/- (Rupees Two Hundred only) and GST extra which is non-refundable. Party shall pay applicable GST along with the tender fee.
4. The tender must be accompanied by **Earnest Money deposit of Rs. 2,667/- (Rs. Two Thousand Six Hundred & Sixty Seven Only).**
5. Tenders received without remittance of earnest money are likely to be rejected.
6. The **EMD / Tender fee shall be accepted through e-Mode** (NEFT/RTGS/Net Banking/POS/SB Collect etc.) Link to access SB (state bank) collect is <https://www.bhelbpl.co.in/qcins/iccs.htm>. Help for first time user is also available at the link.

Bhopal: Phone: 2500100 (7 Lines), Fax : 0755-2500425, Gram : BHARATELEC
WEBSITEADDRESS: www.Bhelbhopal.com

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049
WEBSITE ADDRESS: www.bhel.co.in

7. EMD of successful tenderer will be treated as part of security money deposit.
8. Tenderer have to submit their offer in ***Two bid mode (Technical bid & Price bid)***. All documents should be duly signed with stamp and shall be kept in sealed envelope. Bidder shall also submit proof of EMD, tender fees along with tender document. NIT Number and bidder's name & address should also be clearly mentioned on envelope.
9. Bidder shall also fill price schedule (Schedule-A) as per given format and instruction and submit along with tender document.
10. In case any terms and conditions not acceptable, same should be clearly stated in the tender.
11. BHEL reserve the right to amend the NIT at any stage.
12. BHEL may ask successful tenderer to deposit appropriate amount against issue of BHEL's resources.
13. Quoted price should be valid for a period of 60 days from the date of tender opening.
14. Contractor must fulfill all statutory requirements like minimum wages, additional wages etc.
15. Tenderer are requested to submit their lowest offer subject to BHEL's terms and conditions for the above work, in ***Tender box of Tender Room at Admn. Bldg. Ground Floor, BHEL, Piplani, Bhopal 462022.***
16. All tender papers duly filled in and signed by the tenderer must be returned with the tender, as proof of the acceptance of the conditions.
17. The total rate shall be quoted clearly written in words also. In case of confusion on quoted price, quoted rate in words will be considered final. **GST will be paid extra as applicable.**
18. The Tenderers are required to quote for the complete scope of work with the lowest possible rate. The Tenderers quoting for part of the work or incomplete in any respect are likely to be rejected. **L1 will be decided on totality basis.**
19. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case Bidder shall have no claim arising out of such action by BHEL.
20. BHEL reserves the right to conduct Reverse Auction in place of sealed price bid opening for deciding L-1. For details of RA condition, refer tender document.
21. Tenderer have to submit their offer in **Two part bid (Part- I -Techno-commercial Bid or Part- II- Price Bid)**. All the documents of **Part- I & Part II Bid** should be duly sealed & signed and shall be kept in separately in two sealed envelopes and each envelope must be marked clearly as part- I (Techno-commercial Bid) or Part- II (Price Bid) as the case may be. ***Bidder shall also submit proof of EMD along with tender document. NIT Number and bidder's name & address should also be clearly mentioned on both envelopes.*** These two envelopes must be put together in a third/cover envelope and sealed properly.

Thanking you.

Yours faithfully,
for BHEL,BHOPAL

(Sr. Engineer-EMT)

Encl:-

- 1) Data Check List – Annexure-I
- 2) Scope of work & Special Conditions –Annexure-II.
- 3) General terms and conditions – Annexure -III.
- 4) Terms and conditions related with GST compliance- ANNEXURE-IV
- 5) Price Bids Schedules –A.

DATA CHECK LIST

To be fill up and all required documents below to be submitted along with Techno Commercial Bid

1. Name of contractor / Firm :
2. Contrator's / Firm status : Proprietor / Partnership / Pvt. Ltd. / Public Ltd.
3. Contact Person:-
Name :
Designation :
Phone No. :
Mobile No. :
E-mail :
4. Company Registration No/Code :
5. IT PAN No :
6. GST Registration No :
7. PF registration No :
8. ESI no :
9. Tender Fee Detail (E-reciept/Reciept No) :
10. EMD details (DD No/E-receipt No etc) :
11. A/B-Class electrical contractor license :
12. Labour license, If applicable :
13. All Annexures as per Enclouser of NIT : Yes/No.
14. Acceptance for participation in RA (Reverse Auction) : Yes/No

Note:- Tenderer shall submit the copy of document as a proof for Sl. No. 5 to 12 of their possession. Tender received without necessary documents are likely to be rejected.

Signature of Issuing Officer
Date

Signature of Contractor
Date

GENERAL TERMS AND CONDITIONS

1) Work to be carried out :

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, which may be required for full and entire execution and completion of the work.

1.1 Contractor shall make his own arrangements for all the tools, tackles, measuring instruments consumables required for the execution of the work.

2) Inspection of work before submission of tender.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his bid. He shall himself assess the requirement of materials, contingencies and other circumstances which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

3) Sufficiency of Tenderers:-

The contractor shall be deemed to have satisfied himself before bidding, as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided, all obligations under the contracts and all matters and things necessary for the proper completion and maintenance of the works.

4) Security Deposit:-

4.1 The contractor shall submit security deposit as mentioned below before start of work:-

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.

4.2 Security deposit may be furnished in any one of the following forms.

- i. Electronic mode
- ii. Securities available from Post Offices such as National Savings Certificates, KisanVikasPatras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- 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.
- iv. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 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 should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- vi. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix. The security deposit shall not carry any interest.

5) Time and Extension for delay

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor, and mentioned in the work order, along with these conditions shall be the essence of the contract. The execution of the work shall commence with the issue of LOI /WO and date mentioned in it. If the contractor commits default in commencing the execution of the work as aforesaid, Company / Corporation shall without prejudice to any other right or remedy be at liberty to cancel the order, and forfeit the earnest money /security deposit.

5.1) If the work be delayed by :-

- a) Force majeure of
- b) Serious loss or damaged by fire or
- c) Delay of the part of other contractor or company / corporation in executing work not forming part of contractor
- d) Non availability / release of the machine which is the responsibility of the company /corporation.
- e) Any other cause which is the absolute direction of accepting authority is beyond Contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice where of in writing to the Engineer-in-charge but shall never the less use constantly his best endeavors to prevent or mark good the delay and shall be all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

5.2) Request for extension of time to be eligible for consideration shall be made by the contractor in writing within 7 days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.

5.3) The accepting authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within one month of the date of receipt of such request.

5.4) The contractor shall engage sufficient staff either through direct employment or through sub-contractor where such subletting is permitted to maintain the required rate of progress and of quality to ensure workmanship of the degree, specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the work, any person who has not completed his 15 year of age.

5.5) The contractor, shall comply with the provisions of the payment of wages/Act 1936, minimum wages act 1948 Employees Liability Act 1938, Workman's compensation Act 1923. Industrial Disputes Act 1947. Maternity Benefit Act 1961 or any modifications there/of or any other rules relating thereto and rules and regulations from time to time.

5.6) The contractor shall indemnify the company / corporation against any payment to be made under and for observances of the regulations aforesaid without prejudice to his right to claim indemnity from this sub-contractors.

- 6) **Safety Code**:- The contractor shall, at his own expense arrange for the safety \ provisions as required by the Engineer-in-charge in respect of all worker directly or indirectly employed for the work and shall provide all facilities in connection there with.
- 7) **Nuisance**:- The contractor shall not at any time do cause or permit any nuisance on the work site or do any thing which shall cause unnecessary disturbance or inconvenience, or delay in work.
- 8) **Worker Insurance**:- Contractor shall insure their men as per the workman's compensation act.
- 9) **Contractor's Supervisions**:-
The contractor shall either himself supervise the execution of the work or shall appoint competent man.
- 10) **Compensation for delay/LD/Panelty**:-
- a) If contractor fails to meet the schedule due to, his own fault or cause, a compensation penalty may be imposed on contractor.
 - b) LD will be 0.5% of contract value per week, quantum of penalty will be decided on actual assessment of loss due to delay on account of contractor however total LD will be up to 10% of total contract value and GST shall be charged extra.
 - c) Assessment will be done by Engineer-In-Charge.
 - d) In case contractor fails to meet the work requirement or consistent negligence is observed even after reminder, BHEL reserve right to get the work done by an other agency/sub-contractor. Cost of such work will be borne by the contractor.
- 11) **Terms of Payment**:-
The payment shall be made against submission of running and final bill after successful completion of the work. Any disallowance of tax credit shall be recovered with interest from contractor's bill attributable to them. Ensure corporate office circular no. AA:FIN:Ind. Tax: 2017-18/GST-04, Date: 9 th June 2017 compliance for availing ITC and anti- profiting clause. (Copy of circular is available in the office of Sr. Engr. (EMT), MRSS, EMT, Berkhera, BHEL, Bhopal Ph no: - 250-2691).
- 12) **Defects Liability Period Guarantee**:-
- a) The contractor shall guarantee the executed work for satisfactory performance for Six months from the date of handing over with any major impairment to the accuracies and performance excluding mal-operations and accidents.
 - b) Contractor shall provide the performance bank guarantee 10% of the contract value.
 - c) BG will be released after successful completion of defect liability period.
- 13) **Cancellation of contract in full or part**:-
If the contractor:-
- a) At any time makes default in proceedings with the work with diligence and continues to do so after a notice in writing of 7 days from Engineer-in-charge or,
 - b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given by Engineer-in-charge in that behalf or,
 - c) Shall offer or give or agree to give to any person in M/s BHEL, Bhopal services are to any other person on his behalf any gift or consideration of any kind as an

inducement or reward for doing or for hearing to do for having done or for borne to do any other contract for the Company / corporation or,

- d) Shall obtain a contract with the Company/ or Corporation as a result of retendering or other non-bonafide methods, competitive tendering then the Accepting Authority may without prejudice to any other right to remedy, can cancel the contract in full of part.

14) Arbitration and law: Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specifications design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during progress of the work after the completion or abandonment there of shall be referred to the sole arbitration of the General Manager of BHEL and if the General Manager, is unable or unwilling to act, to the sole arbitration, of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract related and that in the course of his duties, as such had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all case where the amount of the claim in dispute is Rs.50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reason for the award. Subject as aforesaid the provision of the arbitration Act, 1940 or any statutory modification reconditioning or reenactment thereof and the rules made there under, and for the time being in forces shall apply to the arbitration proceeding under this clause.

It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time-to-time with consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to the contractor, shall be withheld on account of such proceedings.

The arbitrator shall be deemed have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing. The arbitrators shall give a separate award in respect of each dispute or difference referred to them. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final, conclusive and binding all parties to this contract.

15) **Carrying out part/ full work at risk and cost of contractor :-**

To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff at the risk and cost of Contractor.

In the event of Contractor not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, nonfulfillment of any contractual obligations etc. In such cases BHEL reserves right to get the unfinished work as per schedule and requirement of BHEL of BHEL done by another party/contractor/ agency at the cost of contractor. In such case BHEL reserve right to recover the cost of expenditure incurred to get done unfinished work and supervision charges / overhead charges @ 10 % of the cost of expenditure incurred by BHEL to get done unfinished work.

16) **Abandoning the work**

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall deserve the right to get the unfinished work completed at the contractor's risk and cost.

17) **Termination of Contract**

Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

18) **Compliance of Statutory provisions**

Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.

Contract Labour (R&A) Act 1970 and rules 1971.

Payment of Wages Act.

Minimum Wages act 1948, M.P. Rules 1958

Employees State Insurance Act 1948, Rules and regulations 1950

Employees Provident Fund Act 1952 and Pension Scheme 1995

Workmen's Compensation Act 1923

M.P. Industrial Relations Act 1960.

Factory Act 1948

Maternity Benefit Act 1961

Equal Emolument Act 1976

M.P.ShramKalyanNidhiAdhiniyam 1982

Payment of Bonus Act 1963

Payment of Gratuity Act 1971

Inter State Migrant Act

19) **Jurisdiction**:-The jurisdiction in all cases shall be at Bhopal alone.

20) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after *techno-commercial evaluation*. **Bidders to give their acceptance with the offer 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 '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 extant guidelines for suspension of business dealings with 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 L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on 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 L1 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)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Signature of Issuing Officer_____

Signature of Contractor_____

Date_____

Date._____

Terms and conditions related with GST compliance :-

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 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 invoice raised by contractor /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 GST 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 GSTIN 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 time line 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/ payable on BHEL.

Reverse Charge under GST

5A. In respect of services, reverse charges liability shall arise at the earliest or 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 30 days from the date of invoice. Recover any interest or penalty implication attributable to the contractor shall 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 payable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods , receipt of invoice 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.

Signature of Issuing Officer_____

Signature of Contractor_____

Date_____

Date._____