

**BHARAT HEAVY ELECTRICALS LIMITED
INSULATOR PLANT, JAGDISHUR
(AMETHI)**

Ref.No.JP:HR WC: 2017-18

Dated: 07.09.2017

NOTICE INVITING TENDER

Sealed tenders are invited from experienced **contractors** for doing the work detailed as under:

Tender No. & Dated.	:	TE-349 dt. 07.09.2017.
Name of work	:	Rate contract for running of Cycle stand at Material Gate.
Earnest Money.	:	Rs. 6700/-
Approx. cost of work.	:	Rs. 334920 for 12 months
Time of completion.	:	One years from the date of award of contract
Security Deposit	:	Rs. 17000/-
Tender form available.	:	From the office of the undersigned.
Cost of tender form.	:	Rs. 100.00
Last date of selling of tender	:	20.09.2017 up to 3.00PM.
Last date of submission.	:	21.09.2017 up to 2.00PM.
Dated of opening.	:	21.09.2017 at.3.00PM.


Manager (Admin):

Notes:

- 1) BHEL reserves the right to reject any or all tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final and binding to all parties.
- 2) All works will be governed by General terms and conditions of contract of BHEL.
- 3) Tenderers are required to pay EMD in favour of BHEL by DD Payable at BOB \ SBI. I.A. Jagdishpur. Tenders without EMD shall be rejected.
- 4) Tender can be downloaded from BHEL website www.bhel.com.
- 5) All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

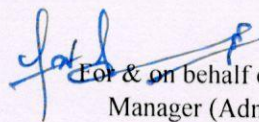
- 6) Receipt and opening of tenders: Sealed tenders will be received on behalf of BHEL IP in the tender box kept at Administrative building Up to 2.00 PM on dated: 21.09.2017
- 7) Clarifications, if any, of Technical / Commercial nature, can be obtained up to one week before the tender due date from:-
Shri Virendra pal
Manager (Admin.)
BHEL IP Jagdishpur
Mobile No:- 05361-267205
Email-id:- vpal@bhel.in
- 8) Bidders may also download the tender documents from websites www.bhel.com at "Tender Notifications" and use the documents for submission of tender. In such cases, the cost of tender documents shall have to be paid by Demand Draft at the time of submission of offer.
- 9) BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
- 10) The Earnest Money Deposit shall be paid by a Demand Draft/NEFT in favor of Bharat Heavy Electricals Limited, payable at Industrial Area Jagdishpur along with the bid in separate sealed envelope.
- 11) The offer is to be submitted in a sealed envelope properly marked. The tender shall be submitted as one bid
- 12) Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per NIT will not be considered.
- 13) Tenderers are advised to go through the scope of work, site location etc and get themselves fully acquainted with the work place and prevailing working conditions before submitting the Offer.
- 14) The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 15) Offers with deviations from terms and conditions of this tender are likely to be rejected.
- 16) The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. In case of any calculation errors in quoted rates/amount of individual items, the evaluation shall be carried out based on the lowest value of individual item. In such case, the grand total worked out on the basis of corrected value of individual items shall only be considered for evaluation purpose. Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenders shall certify in the un-priced bid of Techno- commercial offer that rates for all the items have been quoted.
- 17) Order will be placed on a single bidder for the complete scope of work.
- 18) The tenderer will be required to quote the rates against each item of work under each group (both in figures and words).
- 19) Rates quoted should be valid for a period of six months from the date of opening of the tender.
- 20) The work will be awarded for a period of one year on the quoted rates. BHEL shall have the right to extend the contract for a period of one year either in one go or in instalments.



- 21) Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.
- 22) All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.
- 23) 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 no bidder shall have any claim arising out of such action by BHEL.
- 24) BHEL reserves the right to reject the tender from any bidder on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job of BHEL in last five years, or if the bidder has been kept under hold/ blacklisted by BHEL.
- 25) BHEL reserves the right to go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed paper price bid as per Clause 9 of GTC. Any bidders who do not accept the processing of price bids through Reverse Auction as per GTC are liable for rejection.
- 26) BHEL reserves the right to ask for any other document / certificate / clarification from the contractor relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication from BHEL, failing which the deemed fit action shall be taken by BHEL.
- 27) **Fraud Prevention Policy of BHEL:** The bidder along with its associates/ 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.
- 28) **Dealing with Banned Suppliers/Contractors in BHEL:** The offers of the bidders who are on the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 29) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly.
- 30) The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the vendor. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor.
- 31) **PREFERENCES FOR MSMEs:** Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012: a. The tender documents shall be issued free of cost to MSEs. b. MSEs are exempted from payment of Earnest Money Deposit (EMD). c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity). Note: Special provision for Micro and small enterprises owned by SC or ST: - Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such

Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at Annexure - D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is 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. Documents should be notarized or attested by a Gazetted officer. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.


For & on behalf of BHEL
Manager (Admin)

Distribution:-

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|----------------------|---|--------------------------------|
| 1. All Notice Boards | : | |
| 2. GM (Unit Head) | : | : For kind information please. |
| 3. DGM (HR) | : | |
| 4. AGM (FINANCE) | : | |

SECURITIES:**EARNEST MONEY DEPOSIT (EMD):**

- 1) EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:
 - a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: **18060200000022** of Bank of Baroda, I A Jagdishpur, IFSC No. **BARB0INDJAG**. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
 - b. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
 - c. In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may 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.
 - d. The EMD shall not carry any interest.
- 2) In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender. 3) BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
 - 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.

SECURITY DEPOSIT (SD):

- 1) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
 - a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
 - b) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: **18060200000022** of Bank of Baroda, I A Jagdishpur, IFSC No. **BARB0INDJAG**. Receipt of EFT Transfer from bank shall be submitted to BHEL.
 - 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. (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.

- iii) At least 50% of the required Security Deposit, including the EMD, should be deposited 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.
- iv) 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.
- 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 the authority competent to award the work.
- vi) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- vii) The Security Deposit shall not carry any interest

SPECIAL CONDITIONS OF CONTRACT.

- 1) The contractor shall be responsible for complete safe custody of vehicles. In case of any theft \ loss any vehicle contractor shall be required to pay the cost of any vehicle immediately to the owner .However in case of any dispute about the cost to be repaid, the decision of Management shall be final and binding on contractor.
- 2) The contractor shall maintain a high standard of behavior with the employee.
- 3) The cycle stand shall remain open for 24 hours and the contractor shall be required to allow vehicle in \ out of cycle stand at any hour of the days.
- 4) The contractor shall be required to file FIR with police on receipt of Application of owner.
- 5) If the contractor fails to run the cycle stand on any day because of any reason, he shall be required to pay a fine of rupees eight hundred per day for the period of nonfunctioning of cycle stand.
- 6) Insurance, if any against theft and loss will duly be hypothecated to BHEL.
- 7) Deposit of security of the value of two cycles Rs. 8000.00 which may be paid immediately after lodging the FIR to Police.
- 8) Electricity will be provided for lighting and fan purpose only. Any misuse of the electricity will leads to cancellation of the contract. Only light will be provided by BHEL and fan if required will be arranged by contractor.



SIGNATURE OF CONTRACTOR.

VILLAGE:

POST OFFICE:

DISTT: