

NOTICE INVITING TENDER (NIT)

BIDDER TO SUBMIT OFFERS EITHER THROUGH HARD COPY OR BY E-MAIL(REFER CL. 5.0 FOR DETAILS)

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed Tenders in two part bid system are invited for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER REF NUMBER	T0ASX00021	
ii	Brief Scope Of Job	Overhead equipment (OHE) works for the section "MP Border to Mainpuri" for Railway Electrification of North Central Railway 386 RKM/440 TKM Project.	
iii	DETAILS OF TENDER DOCUMENT		Applicable/Not Applicable
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment etc.	Applicable
b	Volume-IB	Special Conditions of Contract (SCC)	Applicable
c	Volume-IC	General Conditions of Contract (GCC)	Applicable
d	Volume-ID	Forms and Procedures	Applicable
e	Volume-II	Price Schedule (Absolute value)	Applicable
iv	Issue of Tender Documents	Being issued through e-mail	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 07.05.2019 , Time :11:00Hrs	Applicable
vi	OPENING OF TENDER	Date : 07.05.2019 , Time :14.00Hrs Place : Vendor Complex, Bharat Heavy Electricals Limited, R C PURAM, HYDERABAD 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 with due authorization letters	Applicable

vii	EMD AMOUNT	<i>Rs 32,32,000/- (Rupees Thirty Two Lacs Thirty Two Thousand Only)</i> <i>EMD can also be submitted vide NEFT as per sl.No 4 below</i>	Applicable
viii	COST OF TENDER DOCUMENT	<i>NIL</i>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 30.04.2019 Along with soft version also, addressing to the undersigned as per contact address given below.</i> <i>Mr. Manoj Kumar, Sr.Manager,</i> <i>Purchase Section/PE&SD,</i> <i>PE&SD bldg.-Ground Floor, BHEL, R.C. Puram,</i> <i>Hyderabad – 502032</i> <i>Ph.: 040-23184915,23182367</i> <i>E-mail: kumarmanoj@bhel.in</i>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>On 30.04.2019, 10:00 A.M. at PE&SD Building, BHEL, R.C. Puram, Hyderabad</i>	Applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Mrs. Pravin Tripathi, IAS (Retd.) and Shri D.R.S Chaudhary, IAS (Retd.)</i>	Applicable if offer value is more than Rs. 5.0 Crores
xii	Latest Updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendum) and not in newspapers. Bidders to keep themselves updated with all such information.</i>	Applicable
xiii	Tender Submission	<i>Tender shall be submitted by either of following two modes (Hard copy submission/E-mail Submission):</i> 1. Hard Copy Submission: <i>Bidder has to submit hard copies to the following address :-</i> <i>Sr.Purchase Officer / PE & SD,</i> <i>Vendor complex (Tender Box)</i> <i>BHEL, R.C. Puram</i> <i>Hyderabad – 502 032</i> <i>Offer must be sent in a sealed cover on which tender enquiry number and the due date shall be super scribed and sent by appropriate mode to</i>	

		<p><i>above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers.</i></p> <p>2. E-mail submission:</p> <p><i>Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts. Techno-commercial offer to be submitted to</i></p> <p><i>technicalbid_hyd@bhel.in</i></p> <p><i>And</i></p> <p><i>Price bid to be submitted to</i></p> <p><i>pricebid_hyd@bhel.in</i></p> <p><i>Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non-receipt of offers sent thru email due to server break down/internet failure/transmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned. In the mail, subject should contain Enquiry/NIT No. and due date.</i></p>	
xiv	Time of completion	<p><i>Within 18 (Eighteen) Months from the date of Commencement of work</i></p> <p><i>For further details refer Technical Conditions of Contract (TCC)</i></p>	<i>Applicable</i>

2.0 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, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of **Bharat Heavy Electricals Ltd**, payable at Hyderabad issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office at PE&SD, BHEL, R.C. Puram, Hyderabad, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on Sundays, National Holidays, holidays declared by Central or State Governments and BHEL at Hyderabad.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD/Tender Fee through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad. **Hard copy of the Demand Draft should reach BHEL Hyderabad before the due date and time of bid submission.** BHEL shall not be responsible for postal or any other delays in this regards.

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 Hyderabad (along with offer). The EMD can also be accepted in form of FDR from scheduled Banks /Public Financial Institutions as defined in company's act (FDR should be in the name of contractor a/c BHEL)

EMD amount upto Rs. 2.0 Lacs can be submitted in the manner described in the above para and amount in excess of Rs. 2.0 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.

'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.

For Electronic Fund Transfer the details are as below:-

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

b) Bank Particulars

- i). Bank Name -: State Bank of India
- ii). Bank Telephone No. (With STD code): 040 - 23027035
- iii). Branch Address-: BHEL Township, Ramachandrapuram, Medak Dist-502032
- iv). 9 Digit MICR Code of the Bank Branch -: 500004072
- v). Bank Account Number -: 62265450106
- vi). Bank Account Type -: Current Account
- vii). 11 Digit IFSC Code of Beneficiary Branch-: SBIN0020075

(Note-: In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL R.C.Puram Hyderabad before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:**

Bidders can submit their tenders through either of two modes, i.e. Hard copy submission or Email submission. Detailed procedure for submission through these modes are described as under:

5.1 Hard copy submission :

The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I (Techno Commercial Bid)' sealed and superscribed envelopes (ENVELOPE-I).

- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-II)

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	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (FORWARDING LETTER/FORMS & Duly signed & stamped complete tender documents (by person having valid authorization/power of attorney) TENDER NO : _____ Date: _____ NAME OF WORK : _____ PROJECT: _____ DUE DATE OF SUBMISSION: _____</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly signed & stamped complete tender documents (by person having valid authorization/power of attorney)	
iii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iv.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with TCC.</p> <p>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.</p>	
v.	All Amendments /Correspondences /Corrigenda /Clarifications/ Changes/ Errata etc pertinent to this NIT.	
vi.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vii.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
viii.	Notice inviting Tender (NIT)	

ix.	Volume – I A : Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
x.	Volume – I B : Special Conditions of Contract (SCC)	
xi.	Volume – I C : General Conditions of Contract (GCC)	
xii.	Volume – I D : Forms & Procedures	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-II superscribed as: PART-II (PRICE BID) TENDER NO : _____ Date: _____ 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 (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: FORWARDING LETTER/FORMS, PRICE BID & EMD TENDER NO: _____ Date: _____ NAME OF WORK: _____ PROJECT: _____ DUE DATE OF SUBMISSION: _____ CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ 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.

5.2 E-mail submission :

Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts.

5.2.1 Part-I Techno-Commercial offer.

Bidders shall sign & stamp all the documents mentioned in Part – IA of clause 5.2 above, scan these documents and email them on mail id

technicalbid_hyd@bhel.in

Beside the above documents, bidders are also required to send proof (photo/scancopy/transaction no., etc.) of submission of Earnest Money Deposit through e-mail on the above mentioned mail id technicalbid_hyd@bhel.in along with their Techno-commercial offer. **Hard copy of the Demand Draft should reach BHEL Hyderabad before the due date and time of bid submission on following address:**

**Manoj Kumar
Sr. Manager
PE & SD, BHEL
R.C. Puram, Hyderabad- 32
Ph. 040- 23182367
Fax: 040-23020138**

5.2.2 Part-II Price Bid:

Bidders shall sign & stamp all the documents mentioned in Part – II of clause 5.2 above, scan these documents and email them on e-mail id: pricebid_hyd@bhel.in

5.2.3 Special Note for E-mail submission:

Bidders shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non-receipt of offers sent thru email due to server break down/internet failure/transmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned. In the mail, subject should contain Enquiry/NIT No. and due date.

6.0 Not used

7.0 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.

8.0 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).

9.0 Assessment of Capacity of Bidders:

NOT APPLICABLE

10.0 Since the job shall be executed at 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.

11.0 For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, 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.

- 12.0 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.
- 13.0 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Not used.
- 16.0 The Bidder has to satisfy the 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 NIT terms & conditions 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.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized 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.
- 18.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) is allowed as 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 the Technical 'Pre Qualifying Requirements' specified for the respective package.
- 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.

- 24.0 The bidder shall submit documents in support of possession of 'tender requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 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 web site www.bhel.com.
- 27.0 Not used.
- 28.0 It may please be noted that guidelines/rules in respect of 'Suspension of Business dealings', = 'Vendor evaluation format', = 'Quality, Safety & HSE guidelines', 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".
- 29.0 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.
- 30.0 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 Specification –Volume-II
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID

For Bharat Heavy Electricals Ltd

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Enclosure

01. Check List
02. Other Tender documents as per this NIT.