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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICAL LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION

P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.

NOTICE INVITING TENDER (NIT)

TWO PART OPEN TENDER

TENDER REF NO: CE/ES/2019-20/06/CSPGCL KORBA (W)/SUP/SJDB Date:
14/06/2019

Name of Work:- WORK OF SUPERVISION OF E&C ACTIVITIES AT BHEL EDN SITE OFFICE CUM STORES AND MAINTENANCE OF GH/FIELD HOSTEL AT 4 X 210 MW (STAGE-I) CSPGCL KORBA HTPS R&M PROJECT

BHEL EDN GST NO: 29AAACB4146P1ZB

TENDER DOCUMENT TO BE DOWNLOADED FROM WEBSITES, www.bhel.com,
www.eprocure.in

All corrigendum, addendum, amendments, time extensions, clarifications, etc. (if any) to the tender will be hosted on www.bhel.com, www.eprocure.in websites only. Bidders should regularly visit websites to keep themselves updated.

Total Number of pages including Cover page. 28

Due Date and Time for Bid Submission: 14/06/2019, 13:00 Hrs.
Due Date and Time for Bid Opening: 28/06/2019, 13:30 Hrs.

IMPORTANT NOTE

BIDDER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCIES TIMELY FOR CORRECTIVE ACTION, TO THE ISSUING AUTHORITY, BEFORE THE BIDS ARE SUBMITTED. PRINTED COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL



Sealed offers under Two part bid system are invited from competent Bidders, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from website: www.bhel.com, www.eprocure.in and shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages.

TENDER REFERENCE NO & DATE	CE/ES/2019-20/02/CSPGCL KORBA(W)/SUP/SJDB Date: 14/06/2019
Name of Work	WORK OF SUPERVISION OF E&C ACTIVITIES AT BHEL EDN SITE OFFICE CUM STORES AND MAINTENANCE OF GH/FIELD HOSTEL AT 4 X 210 MW (STAGE-I) CSPGCL KORBA HTPS R&M PROJECT
Period of Work	Thirty Six Months from the date of LOA/WO
Tender Type	Open Tender (Two Part Bid)
PLACE OF WORK	4 X 210 MW STAGE-I TPS CSPGCL HTPS KORBA(W) KORBA CHATTISGARH PIN-495677
Earnest Money Deposit (EMD)	Rs 70,963/-
Estimated Value of the Work	Rs 35.48 Lacs Exclusive of Taxes
DUE DATE & TIME OF TENDER	28/06/2019 (DD/MM/YYYY), 1300 Hrs.
CONTACT PERSONS	Mr. S DEBBARMAN Sr. Manager/ Mobile: +919886128680 Mr. G.G Maurya DGM/ Mobile: +919449869597
Address for Submission of completed Tender	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier, so as to reach the office of Offer inviting Authority Mr. S DEBBARMAN Sr. Manager, CE- EXTERNAL SERVICES 5TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 FAX: +91 – 80 – 26989222 e-mail: sdbarman@bhel.in / gopal.maurya@bhel.in



Sealed Two-part offer is invited against the subject tender enquiry for the work of supervision of E&C activities at BHEL EDN Site office cum stores and maintenance of GH/Field hostel at 4 x 210 mw (Stage-I) CSPGCL KORBA(W) R&M Project

The following may be noted.

1. The Offer may be sent by post/courier to the following address to reach before the tender due date and time.

**Mr. S DEBBARMAN / SR. MANAGER,
EXTERNAL SERVICES DEPARTMENT, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
ELECTRONICS DIVISION,
P.B. NO. 2606, MYSORE ROAD,
BANGALORE – 560026.
PH: 080-26998949, 9886128680**

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **28/06/2019** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The Duration of Work shall be for a period of 36 (Thirty Six) months.
4. The validity of offer shall be for 90 days from the date of opening of the Technical bid.
5. The requests for extension of due date will not be considered. The tender will be finalized shortly.
6. This tender document comprises of “Procedure for submission of Sealed Tender” followed by four sections -

SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: ANNEXURE-1 TO 9

SECTION-4: SCHEDULE OF PRICE



PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders in One sealed covers containing Two separate Sealed covers prominently super scribed as **Cover - I : Technical Bid and Earnest Money Deposit, Cover - II : Price Bid** and also indicating on each of the cover tender specification No., due date and time as mentioned in tender notice.

COVER-I: TECHNICAL BID

Section - 1, 2 and 3 of tender document issued by BHEL (Page Nos. 1 to 25) duly filled, signed and stamped in all pages by Bidder with The EMD of Rs 70,963/- in prescribed format should be submitted in a **sealed envelope** with superscription **Cover-I : Technical Bid**.

Documentary proof for meeting pre-qualification requirement specified in Tender Enquiry should be enclosed in this Envelope only.

COVER-II: PRICE BID

Section - 4 (Price Schedule - Page Nos. 27, 28) of Tender Enquiry issued by BHEL duly filled, signed and stamped should be submitted in a separate **sealed Envelope** with superscription **Cover-II: Price Bid**.

The above two separate Envelopes i.e. **cover I & II** shall together be kept in a Third envelope and this sealed cover shall be super scribed with Tender Reference Number, Due date & Time and submitted to Officer inviting tender on or before due date and time as indicated in tender.



SECTION-1:

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

1. The offer shall be submitted as a 'Two part bid' as described in Page No.: 3.
2. **Tender Enquiry Number: CE/ES/2019-20/06/CSPGCL KORBA (W)/SUP/SJDB**
Dated: 14/06/2019 Tender Due Date and Time: 28/06/2019 13:00 HRS
3. **Pre-Qualification Requirement:**
 - (a) The Bidder should have carried out similar work of Expert Supervision of Erection and Commissioning activity and Material management in power projects / Industrial Projects.
 - (b) Average annual financial turn-over of the Bidder for the last three years ending 31.03.2019 should be equal to or more than Rs. 10.64 Lacs
 - (c) Experience of having successfully completed/Executed similar works in power projects/industrial projects during the last Seven years ending as on 31.05.2019 should be either of the following:-
 - Completed three similar works of value not less than Rs. 14.19 Lacs. Relevant supporting document shall be submitted along with Qualification of B.E./Tech with relevant experience of the Persons deployed for Supervision

OR

- Completed two similar works of value not less than Rs. 17.74 Lacs. Relevant supporting document shall be submitted along with Qualification of B.E./Tech with relevant experience of the Persons deployed for Supervision

OR

- Completed one similar work of value not less than Rs. 28.38 Lacs. Relevant supporting document shall be submitted along with Qualification of B.E./Tech with relevant experience of the Persons deployed for Supervision

The Bidder Should Furnish Annual Report (Balance Sheet and Profit & Loss Account) and Turnover in Lakhs in certified accounts for last Three Years for the above pre-qualification criteria, IT Return for Last 3 Years ending 31-03-2019 and Solvency certificate from Bank. The work of deployment of Expert supervision is to be executed at BHEL EDN Stores office, **4 X 210 MW (STAGE-I) CSPGCL KORBA(W) HTPS**



In case the job is under execution, the value of executed portion of the job shall at least correspond to the respective values specified above, even if the contract has not been completed or closed.

4. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.

5. After satisfactory fulfillment of all the above criteria, offer shall be considered for further evaluation as per this NIT and all other terms of the tender

6. No Splitting of Work specified in this Tender is allowed.

7. All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.

8. The tender is likely to be finalized in a short time.

9. The bidder shall mobilize his men to site within 15 days from the date of intimation from BHEL or release of LOA/WORK ORDER.

10. An amount of Rs. 70,963/- (Indian Rupees Seventy Thousand Nine Hundred and Sixty Three Only) towards 'Earnest Money Deposit' (EMD) in the form of Pay Order /Demand Draft in favor of 'Bharat Heavy Electricals Limited' payable at Bangalore/SBI Collect (Refer Page No. 14) shall be submitted by the bidder along with the offer as a part of Part-I Technical Bid.

11. Benefit shall be given to MSME/NSIC regarding waiver of EMD for this tender.

Bidder can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two 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 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.

12. The EMD shall not carry any interest and the EMD of successful bidder shall be converted and adjusted towards part of Security Deposit.



13. The EMD of the unsuccessful bidders will be returned within 15 days from the date of award of work to the successful bidder.
14. SECURITY DEPOSIT: **The total amount of security deposit shall be 5 % of the contract value including GST**
15. Upon acceptance of tender, the Successful Bidder must deposit at least 50% of the amount of Security deposit (including GST) within the time specified in the Letter of Award or Work Order before commencement of work.
16. The successful bidder has options to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee / Fixed Deposit Receipt/SBI Collect etc. as per BHEL's policy before commencement of work.
17. Security deposit can also be recovered at the rate of 10% progressively from the running bills. However in such cases, at least 50% of the security deposit should be deposited before the start of the work and balance 50 % will be recovered from the Running Bills.
18. The security deposit shall not carry any interest.
19. If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional security deposit will be immediately deposited by the successful bidder or recovered from payments due to the Bidder from Monthly bills(RAB).
20. SD REFUND: 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of "No claim/No Due Certificate" as in Annexure-8 duly certified by BHEL Engineer at Site.
21. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
22. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Section-3 (Annexure- 3)
23. The work will be taken up immediately and the work shall be completed as per the BHEL's requirement.
24. The Bidders shall get themselves familiar with the site and nature of job in advance where the work is to be executed before quoting their rates.



25. Apart from Service tax any other govt. taxes as applicable from time to time shall be borne by the Bidder.
26. The Bidder shall arrange to obtain valid gate passes from the concerned authorities. The bidder shall furnish documents such as Address proof, police verification certificate etc. as needed by CSPGCL.
27. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
28. The Bidder shall compulsorily provide personal protective equipment to his employees & in the event of him not providing then it will be provided by BHEL at Bidder's risk and cost of the same will be recovered from the bill/s.
29. All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
30. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
31. Any person below the age of 18 years shall not be deployed for the work.
32. The Bidder shall be required to pay full wages to the workers as per prevailing rules.
33. The Bidder has to comply with the safety requirement of CSPGCL KORBA TPS STAGE-I plant premises.
- 34. The Bidder shall possess independent PF code & ESI code. Bidder has to observe all formalities as per PF & ESI act.**
35. The Bidder shall be liable to comply with provisions under the various labour legislations. The Bidder shall indemnify M/S BHEL and its Customer M/S CSPGCL against all claims, damages and compensations on account of his failure to comply with statutory provisions.



36. If the Bidder or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the Bidder shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the Bidder or from his security deposit or any other money due.
37. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
38. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
39. As per CSPGCL KORBA TPS STAGE-I plant statutory requirement, the Bidder and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
40. The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
41. The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

Note: The term 'Customer' means, CSPGCL KORBA TPS.



SECTION-2

SCOPE OF WORK & PAYMENT TERMS

1. The equipment/material handling to be supervision by Bidder consists of Control and Instrumentation System, along with the associated auxiliaries. These materials will be supplied from our manufacturing units as well as our vendors located both within the country and abroad. The delivery of these materials will be inside the project campus by road transport.
 2. **BRIEF SCOPE OF WORK: Bidder to provide adequate expert services at BHEL EDN Site Office/Store for managing and supervision of proper storage of incoming materials, Supervision of proper record maintaining of material in Day Book Registers (DBR) by the Material handling Sub-Bidder and Supervision of Erection and Commissioning activity during pre-shutdown and shutdown period AND Maintenance of BHEL EDN Site Field Hostel/Guest House.**
 3. It shall be the responsibility of the bidder to keep in touch with BHEL Engineer(s) at site/HQ and find out the arrival of consignments. For this, the Bidder or his authorized agent shall contact the BHEL Site Office/EDN Office. The Bidder or his authorized person should be available at work spot.
 4. The Bidder has to supervise the unloading and removal of materials from unloading places within the permitted time by the Unloading contractor already available at Site and ensure that the materials unloaded, shifted to project stores / storage yard and properly stacked immediately as per the instructions of BHEL Engineer. The bidder has to maintain the safety norms has to ensure that the open yard area is kept clean, free from jamming using the resources provided by BHEL.
1. All payments will be released from BHEL-EDN, Bangalore on certification of monthly RA Bills by BHEL site Engineer. This process will take about 30 Days approximately after receipt of complete set of documents including statutory requirements. Bidder to note this. Bidder to ensure timely payment to its experts deployed, irrespective of BHEL payment against its RAB.
 2. Mode of payment: Payment will be made by EFT and the charges shall be borne by the Bidder. The Bidder will be required to submit required formats for EFT mode of payment. A copy of the EFT mandate form is to be filled up and duly signed by authorized Bank officer and a cancelled cheque submitted along with this Tender.



Return of EMD to unsuccessful bidders will also be through EFT within 15 Days of award of work to the successful bidder.

3. GST, shall be paid extra. A copy of GST registration certificate shall be enclosed with the offer. Applicable GST Rate with HSN/SAC code, may please be indicated (Annexure-1) GST payment will be made only if data is uploaded by the bidder.
4. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN. GST TDS is also applicable.
5. Bidder shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be submitted to BHEL site office before raising invoices.
6. Shortage/damage reports on BHEL's standard format provided by BHEL EDN Site Office to be submitted.
7. The Bidder shall submit copies of the following documents to BHEL Engineer before commencement of work.

**** PF Registration / Membership certificate**

The Bidder shall submit the following documents along with every RA Bill to BHEL Engineer

- Attendance sheet for the man power engaged
- Monthly wage sheet
- GST Paid challan for the work month against which bill is submitted.

8. TERMS OF PAYMENT:

90 % of the value of RA Bills submitted by the Bidder will be paid based Attendance sheet submitted and approved by BHEL Engineer. Balance 10 % shall be released upon submission of Final Bill.

9. TIME SCHEDULE & TERMINATION

The time schedule indicated is for 36 Months. Please note that BHEL reserves the right to close or terminate the contract at any time of the contract schedule by giving one month notice. The decision of BHEL is final and binding. The bidder to confirm acceptance to this clause.



10. Liquidated Damages: In case of delay in providing adequate supervisory team consisting of 3 Experts with B.E/B.TECH qualification/or as mentioned in the Price Schedule (Page No. 26), BHEL may carry out the work at the risk and cost of the Bidder by giving notice in writing. The expenses so incurred by BHEL shall be recovered from the amounts due to the Bidder against this contract or any other contract with BHEL.

**11. GST BHEL EDN GST NO: 29AAACB4146P1ZB
BHEL NODAL AGENCY GST NO: 22AAACB4146P1ZP**

- a. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- b. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- c. Invoice submitted should be in the format as specified under GST Laws viz. All details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
- d. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- e. TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1%SGST(Intra State) and 2% IGST(Inter State)



Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. In case of any deviation w.r.t terms and conditions mentioned in this N.I.T, found after opening of Part-I Bid, loading criteria shall be framed and shall be informed to the bidder before Price Bid opening.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.



- 12. 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 without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**
13. 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.
14. 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.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. 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.



SECTION-3

SBI E Collect

- 1 Click on the link:
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
 - 2 Agree the terms and condition click on proceed
 - 3 Choose State of Corporate : KARNATAKA
 - 4 Type of Corporate : INDUSTRY
 - 5 Select Industry : BHARAT HEAVY
ELECTRICALS
- LTD
- 6 Select category : EMPLOYEES /
OTHERS
 - 7 Fill the necessary information
 - 8 Make the payment through any net banking/Debit card
 - 9 Download Receipt keep it for reference.

- a. Tenders received without the requisite Earnest Money in full will not be considered.
 - b. The Earnest Money Deposit of the successful bidder will be retained and adjusted towards part of Security Deposit.
 - c. In the case of unsuccessful bidders, the Earnest Money will be refunded normally within Fifteen (15) days of acceptance of award of work by the successful bidder.
 - d. The refund of Earnest Money will be through EFT only. Bidders shall submit the 'EFT for as per the [Annexure – 9](#) with correct and complete information
 - e. BHEL reserves the right of imposing forfeiture of Earnest Money Deposit on the bidder if:
 - a) After opening of Tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The Bidder fails to deposit the required Security Deposit or does not commence the work within the period as per LOA/WO.
 - f. EMD shall not carry any interest
2. Taxes : GST applicable as per the existing rules from time to time.
 3. Deviations : Bidders are requested to accept all our terms and conditions without any deviations



4. **Arbitration** : Subject to Bangalore Jurisdiction only and other provisions under the Indian Arbitration & Reconciliation Act 1996. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of BHEL Engineer or any other person is by the Contract expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

5. For this Procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of Contract/WO against this NIT.

Signature of the tenderer.....

Name & address of the tenderer.....



CHECKLIST OF DETAILS AND ENCLOSURES.

Note: Please fill up the list with details OR select the option with tick mark appropriately. No column should be left blank.

1.	Name and Address of the Bidder	
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:
3.	EMD payment details:	Mode of payment:
4.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
5.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
6.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
7.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO
8.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
9.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO
10.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO
11.	Declaration sheet as per Annexure-8 enclosed	YES / NO
12.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
13.	EFT Form as per Annexure-9 enclosed	YES / NO
14.	GST Registration no (if applicable)	
15.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	
16.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
17.	HSN Code SAC Code	



OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

Tender Reference No.:

Date:

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Reference No.:Dated

I/We hereby offer to carry out the supply and Installation work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited – Electronics Division, Bangalore, in accordance with the terms and conditions thereof.

I/We have carefully perused the documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Forms and Procedures
4. Price Bid

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish '**Security Deposit**' for the work as provided for in the Tender Conditions within the stipulated time before commencement of Work as per Page No.06 of this N.I.T

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) in SBI Collect/Demand Draft and furnished/furnishing Remittance Details as per Page No.06, Pt No. 10 of this N.I.T

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:



ANNEXURE-3

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **No Deviation Certificate**

Ref: 1) NIT/Tender Reference No.: Dated
2) All other pertinent issues till date.

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website and in case of such observance at any stage; it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions of the NIT.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of
Authorized representative of the bidder)



ANNEXURE-4

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Reference No:,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Local Wage structure, Local Industrial Climate, Law & Order and other conditions and statutory requirements prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of
Authorized Representative of the Bidder)

Date:

Place:



ANNEXURE-5

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Reference No.: Dated
.....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation with or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of
Authorized Representative of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Bidder.



NON – DISCLOSURE AGREEMENT MEMORANDUM OF
UNDERSTANDING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/sproviding.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN:

- Maintain Confidentiality of Documents & Information which shall be used during the execution of the contract.
- The Documents & Information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN.

Bidder's Name and Address

(Signature, Date & Seal of
Authorized Representative of the Bidder)

Place:

Date:



ANNEXURE-7

FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Sl. No.	Description	Details / Comments/Amount
1	Name of Contract	
2	W.O. No & Date	
3	Name of the work undertaken	
4	Date of Commencement of Work	
5	Date of Completion of work	
6	Period of maintenance	
7	Date on which Final bill was paid	
8	Last date of making good the defect during maintenance period	
9	Expenditure incurred by BHEL during the maintenance period, if any recoverable	
10	Date on which security Deposit falls due as per contract	
11	Amount deposited or recovered	
12	Less Amount recoverable (with details)	
13.01	Amount Spent by BHEL on behalf of Bidder	
13.02	Payment made on behalf of Bidder	
13.03	Court dues / penalties / compensation	
13.04	Other recoveries for services	
13.05	Security Deposit released with final bills	

CERTIFICATE TO BE FURNISHED BY BIDDER

I / We have no claim of demand outstanding against BHEL, Bangalore-560026 for the work done or materials supplied or on any account arising out or connected with the work order mentioned above and the payment of this bill shall in full & final settlement of all my/our claims and demands including the deposits in respect of the Tender referred to.

Seal and Signature with Date of
Authorized representative of Bidder

Place:

Date:



CERTIFICATE TO BE FURNISHED BY BHEL EDN ENGINEER

Certified that

- The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the contract.
- The maintenance period as per the work order is over and the Bidder has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.
- All other objections raised so far have been settled.
- A note of refund of security deposit has been made in the measurement book and contract agreement / work order.

Date:
Engineer

Signature of

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../- (Rupees _____ only).

Accountant

Accounts officer

ACKNOWLEDGEMENT BY THE BIDDER

Received Rs...../- (Rupees _____ only) in full and final settlement of my / our claim.

Date:
Signature



ANNEXURE-8

FORMAT OF DECLARATION TO BE GIVEN WITH FINAL BILL

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

Ref:

Date:

To,

BHEL - Electronics Division,
PB.No.2606, Mysore Road,
Bangalore – 560026.

Kind Attention:

Dear Sir / Madam

Ref: Your W.O NO..... Date:

This is to certify that:

1. We have made full & final payment (Retrenchment Compensation, One month notice / notice pay in lieu thereof, payment for un availed portion of EL etc. as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No.:.....
3. No one was injured / died due to accident during the period of contract in the execution of the work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms and conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer is held responsible / liable to pay any amount/penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the Bidder M/shereby undertakes to indemnify the principal employer to deduct that amount from our bills payable by you in any other contract.
7. No other claims against this contract / work order will be made by..... on BHEL Bangalore.

Thanking You,

Yours Sincerely



ANNEXURE-9
EFT FORM

Please Fill up the form in **CAPITAL LETTERS** only.
TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:
Company Name :
Permanent Account
Number(PAN):
Address

City: _____ PINCODE _____ STATE _____

Contact Person(s)
Telephone No:
Fax No:
e-mail id:

Bank Name:
Bank Address:

Bank Telephone No:
Bank Account No:
Account Type: Savings/Cash Credit
9 Digit Code Number of Bank and branch
appearing on MICR cheque issued by Bank
Bank swift Code(applicable for EFT only)
Bank IFSC code(applicable for RTGS)
Bank IFSC code(applicable for NEFT)

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
This authority remains in full force until BHEL, EDN; Bangalore receives written notification requesting a change or cancellation.
I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS /EFT.

Date:
Authorized Signatory:
Designation:
Company Seal
Bank Certification:

Telephone NO. with STD Code



TENDER REF: CE/ES/2019-20/02/CSPGCL KORBA (W)/SUP/SJDB DATE: XX/06/2019

SECTION - 4

(PART-II)

SCHEDULE OF PRICE

SCOPE OF WORK: Expert Supervision of Pre-shutdown and Shutdown activity including material handling and Erection and Commissioning during the Work period for 36 months. Activity includes supervision of Unloading, Material Handling Dismantling of Existing Control & Instrumentation Equipment, Receipt of BHEL supplied Control and Instrumentation equipment from BHEL Stores, Verification/ Identification of Materials, Shifting of Materials to the place of Installation, Erection (Including C&I and Mechanical), Laying of Cables, Termination of Cables, Loop Checking and Commissioning of Station Control & Instrumentation Package AND Monitoring and Supervision of Guest House and Site office resources.

Duration of Work: 36 Months

Sl. No.	DETAILS	Unit of Measurement	QTY.	UNIT RATE per Annum Rs. Exclusive of GST	TOTAL AMOUNT (in Indian Rupees) In Figures Exclusive of GST	TOTAL AMOUNT (in Indian Rupees) In Words Exclusive of GST
1	SUPERVISORY SERVICE OF MANAGER B.E/B.TECH + 5 Years Relevant Exp.	No.	1			
2	SUPERVISORY SERVICE OF ENGINEER B.E/B.TECH	No.	2			
	Total(Exclusive of GST)					

Total (including GST@ = %).....

Total in Words (including GST@ = %)

.....



Date:

(Signature of Bidder with seal)

Place:

NOTES: (These notes form part of SECTION - 4)

- 1. Bidders should quote for all the items in Rate Schedule. Non-compliance to this may lead to rejection of offer.**
- 2. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL Engineer shall be final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.**
- 3. Bidder's Total price shall be firm to be considered for evaluation unless stated otherwise.**
- 4. Bidder to provide Minimum 3 Experts with B.E/B.TECH required (One with B.E/B.TECH + 5 Years Relevant Exp.)**

(Signature of the Bidder with Seal)

Place:

Date: