

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
STM DIVISION (PLANNING SECTION)
NOTICE INVITING TENDER

ENQUIRY. NO:-STM/PLG/19-20/04

Date: -09.08.2019

Steam turbine division, BHEL, Bhopal invites tender on **two part bid basis** (Part I-Techno-Commercial Bid & Part II- Price Bid) from experienced and financially sound parties, fulfilling the pre-qualifying criteria.

WORK CONTRACT FOR WELDING/DRESSING/INTERNAL NDT OF MINOR/REPAIR JOBS.

(1) SCOPE OF WORK:-

- (A) WELDING OF VARIOUS JOBS OF STM DIVISION.
- (B) DRESSING OF VARIOUS JOBS OF STM DIVISION.
- (C) INTERNAL NDT OF VARIOUS JOBS OF STM DIVISION.

(2) DETAILS OF WORK:-

2.1 Quantity of work:-7952 Man hours.

2.2 Quoted rate:- Rate To Be Quoted Per Man hours in Rs.

2.3 Contract period: - The total contract period is upto 30/06/2020 from the date of Commencement of contract.

2.4 Mode of tender :- Open Tender.

(3) Pre-Qualification criteria: -The bidders should fulfill following qualifying criteria:

- 3.1.** The Average annual financial turnover of the bidder during the last 3 years ending 31st March 2019 should not be less than Rs **1.75** Lacs. Submit documents Profit and loss statement for FY 18-19, 17-18 & 16-17.
- 3.2.** The bidder should have the experience of having successfully executed **Welding / dressing/ internal NDT of minor/repair jobs as per above scope of work** during last 7 years ending 30/06/2019 amounting to values mentioned as under in a completed contract/running contract:
 - a. Three works each valuing not less than Rs. 2.34 Lacs.
Or
 - b. Two works each valuing not less than Rs. 2.93 Lacs.
Or
 - c. One works each valuing not less than Rs. 4.68 Lacs.

Note: - The bidding firms shall submit the work order copies to prove the desired experiences and also provide contact details of contract provider.

3.3 The bidder should meet all the following statutory requirements:-

- a. PF certificate
- b. ESI certificate
- c. I/Tax PAN no.
- d. GST Copy
- e. Labour License, as applicable

(Only the firms meeting the above requirements shall be qualified technically for further Processing of tender)

3.4 Similar work:- Welding / Dressing / Internal NDT of minor/repair jobs.

(4) Quotations:- Firms are required to submit quotation as per the **Two part bid** system.

(A) The **Part-I** Technical bid in a sealed envelope shall contain the followings only:-

- a. Fresh EMD/One Time EMD,
- b. Copy of PF certificate,
- c. Copy of ESI certificate,
- d. Copy of Labour license, as applicable,
- e. GST No. & PAN no.,
- f. A list of similar works (as per 3.4 clause) successfully executed by the bidder, with supporting documents (Work order copies & its completion certificates from competent authority)
- g. A List of experienced workers,
- h. Documents to prove type of ownership such as private/ partnership deed/ proprietorship /articles of memorandum of association/ JV agreement/ certificate of incorporation/ certificate of registration, etc. whichever is applicable,
- i. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender,
- j. Declaration sheet as per format attached **Annexure-‘D’**
- k. Check list and schedule of general particulars as per format attached **Annexure-‘C’**,
- l. Signed & stamped copy of **NIT, GTC, STATUTORY COMPLIANCES, Annexure-F, Annexure-G** etc.

(B) The **Part-II** shall contain only **Price bid** in a separate sealed envelope.

Price bid will be opened for only those firms which are found to be technically competent in Part-I (Technical bid). **The bidder shall follow minimum statutory norms prevailing for wages to be paid to the contract workers.**

Bid submitted below the statutory minimum wages as declared by CLC shall be rejected.

(c) Labeling of Envelop:-

- (i) **Mention the enquiry no. STM/PLG/19-20/04 Due Date: 02-09-19 on envelop of Part-I.**
- (ii) **Mention the enquiry no. STM/PLG/19-20/04 Due Date: 02-09-19 on envelop of Part-II.**
- (iii) **Mention the enquiry no. STM/PLG/19-20/04 Due Date: 02-09-19 on Main envelop.**

(5) Last Date of Bid submission: - 02.09.2019 (Monday) by 11:00 AM
Date of Techno-commercial bid opening: - After 02:00 PM on the same day.

(6) Venue for bids submission/ opening:- Tender Room, Administrative Building,
Ground Floor, BHEL, Bhopal-462022

Note:-

- (i) The envelop should be dropped in the tender box (**Green colour**) in the tender room.
- (ii) Tender received **after 11:00AM on due date** will be treated as **late tender** and shall not be considered for further processing.

(7) **Offer validity required:-** 3 months from the date of opening of tender.

(8) **EARNEST MONEY DEPOSIT & SECURITY DEPOSIT :**

8.1 EARNEST MONEY DEPOSIT :-

a) Earnest Money is to be paid by each Tenderer along with the tender documents in a separate sealed envelope. Amount of earnest Money deposit shall be **Rs. 11,721/-**. The EMD may be accepted only in the following forms:

- i) Cash deposit as permissible under the extant Income Tax act (before tender opening)
 - ii) Electronic fund Transfer credited in BHEL account (before tender opening)
 - iii) Banker's cheque/Pay order/Demand draft, in favour of BHEL (along with offer)
 - iv) Fixed deposit Receipt (FDR) issued by scheduled Banks/Public financial Institutions as defined in the companies Act (FDR should be in the name of the Contractor's a/c BHEL)
- In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

Link for submission of online EMD: <https://www.bhelbpl.co.in/qcins/iccs.htm>

In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs. **5** lakhs instead of above.

b) EMD by the Tenderer will be **forfeited** as per tender documents. If:

- i) 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.
- ii) The contractor fails to deposit the required security deposit or commence of the work within the 15 days from issue of work order.

c) EMD by the tenderer shall be **withheld** in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on suspension of business dealings with contractors" and forfeited/ released based on the action as determined under these guidelines.

d) EMD given by all unsuccessful tenderers is **refunded** normally within fifteen days of award of work.

e) EMD shall **not carry any interest**.

f) EMD of successful tenderer will be **retained** as part of security deposit.

g) MSME firms are exempted from Tender fee & EMD.

8.2 SECURITY DEPOSIT (SD) :-

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 tenderer shall be converted and adjusted towards the required amount of Security Deposit.

b) Modes of deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) 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 (FDR should be in the name of the Contractor, a/c BHEL)

- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(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)
- c) The Security Deposit may be waived or amount reduced in following cases with the approval (before tendering) of the Head of the Contracting deptt., not below the rank of AGM:
- i) Joint Venture or Subsidiary companies of BHEL
 - ii) Central/ State PSUs/ Government deptts
 - iii) Autonomous/ Educational/ Research institutions
 - iv) Hiring of expert services
 - v) Repair/ Maintenance of equipments by OEMs/ OESs
 - vi) Rental/ Lease/ Hiring of Premises/ Vehicles/ Office equipment etc. where owner's/ contractor's assets are being let out to/ used by BHEL
 - vii) Catering, Horticulture, Sanitation and Courier services for contract value upto ` 5 lakhs;

The Security Deposit may be waived or amount reduced in other cases for reasons to be recorded with the approval (before tendering) of the Unit Head (Site-in-charge, in case of small value works covered under clause 16.0).

(The requirement of Security Deposit or otherwise, as the case may be, shall be clearly specified in the tender conditions).

d) Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected 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.

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.

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.

(Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

e) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

f) The Security Deposit shall not carry any interest.

(9) TAXES AND DUTIES :-

9.1 Price shall include all local taxes / Duties / Royalties / Octroi/ Entry Tax applicable as on date of submission of tender **except GST**.

9.2 GST shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution with respect to admissibility of GST claim, provision of latest GST rule shall be applicable.

9.3 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS & other taxes deducted at source shall be provided to contractor.

9.4 Any loss of the credit due to the reason attributable to contractors shall be recovered from them.

(10) EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER :-

10.1 Offers which are adjudged technically qualified and pre-qualification criteria will only be considered for price bid opening and further evaluation.

10.2 The bidder shall **submit complete price of the Item rate.** No column should be left blank.

10.3 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly.

10.4 Total price of the Item rate shall be compared for the purpose of arriving at L-1.

10.5 In case Bharat Heavy Electrical Limited calls L1 for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.

10.6 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract.

10.7 No condition or deviations should be asked for in price bid. In case of any deviation are done, the offer may be rejected as per the discretions of BHEL.

10.8 Contract allotment :- Allotment of whole work contract shall be issued to single party.

(11) Work commencement: - Within 15 days from the date of award of contract of Work order.

(12) TERMS OF PAYMENT:-

Payment shall be made on the basis of actual work completed by the contractor duly certified by BHEL Engineer, subject to the deductions towards income tax with surcharge, or any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable. The work will be considered complete after the completion of jobs certified by the engineer in charge. The payment for the work shall be done only after above certification **on monthly basis** on submission of cleared bills. GST shall be payable extra. For MSME vendor payment will be released after 45 days from the cleared bill submission and for none MSME vendor it will be 60 days. Payment to the contractor shall be made as per actual deployment of worker.

Note: Advance Payment – BHEL does not give advance of any kind as a policy.

(13) PENALTY FOR DELAY :-

Subject to Force Majeure the total work under scope is to be completed within the contractual completion time. Required shutdown, approval, drawings and material in scope of BHEL shall be made available to contractor in time. The contractor is required to ensure completion of work within contractual completion schedule.

Delay in completion of pending work that may take place beyond contractual schedule OR within any extension for the reasons attributable to the contractor shall be subject to

imposition of penalty at the rate of 0.5% of the pending contract value per week of delay subject to maximum ceiling of 10% of Contract value. GST on penalty shall be extra.

(14) EXTENSION FOR DELAY:-

If the works be delayed due to:

- a. Force majeure or
- b. Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c. **Any** other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.

Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 (three) month of the date of receipt of such request by the Engineer-in-charge.

(15) SUSPENSION OF WORK & FORE CLOSURE OF CONTRACT :-

BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. If the suspension is on account of safety of the work or for reasons other than default of contractor then the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. **No price variation or any additional claim/compensation on this account shall be admitted.** If the suspension is on account of default on the part of the contractor no time extension or compensation shall be permitted.

If at any time after acceptance of tender BHEL decides to abandon or reduce the scope of work for any reason whatsoever the Engineer-in-Charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of foreclosure of the whole or part of the works. In the event of such foreclosure after acceptance of tender the contractor shall be paid at contract rates for the works already executed.

In case contractor fails to deploy required no. of man hours or any non-completion of work given by Engineer incharge as per agreed terms & condition of contract, non-compliance of the same will lead to generate discrepancy report against him. In case discrepancy report is more than three BHEL is authorized to terminate the contract.

(16) INSURANCE :-

- a) It shall be the sole responsibility of the contractor to get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per applicable Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the factory Area which are in force from time to time shall be followed by the contractor.
- c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL & handed over to the contractor for use in the work till these are incorporated in the work & accepted by BHEL or are returned to BHEL Stores.

(17) WARRANTY :-

- 17.1 The warranty period for the work executed shall be for a period of 12 months from the completion of total work envisaged under the scope.**
- 17.2** In case of any deficiencies is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 6 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually with the BHEL. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty which ever is later.
- 17.3** During warranty period the contractor shall be liable to repair, rectify or replace any defects that may develop in the works executed by them or their subcontractors arising from faulty workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractors works or at site. All charges to remedy the defects shall be borne by the contractor.
- 17.4** The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.

- 17.5** For Faithful performance during warranty period security money as mentioned under Security Deposit & return of Security Deposit Clauses under GTC shall be retain upto the expiry of Warranty period plus 3 months claim period.

(18) FACILITIES TO BE PROVIDED BY BHEL:-

- 18.1 Electricity:** The contractor shall be provided with supply of electricity at one point free of charge for the purpose of work. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer inspection and approval before connection to supply. The arrangement of the Luminary shall be the responsibility of the contractor. The proper illumination at work site is the responsibility of Contractor.
- 18.2 Water:** Supply of water will be made available free of charge for the construction purposes & drinking purposes at an agreed single point. Any further distribution will be responsibility of the contractor. Further distribution to other points at work site or to his office shall be the responsibility of the contractor. The contractor will made their own arrangement for storage of water for work or their use. Due to scarcity of water all over Bhopal the contractor shall comply with all measures as suggested by Engineer-in-charge to avoid wastage of water.
- 18.3 Airline:** The air supply will be made available free of charge (if available) to the contactor.
- 18.4 Machine, Cutting tool & Crane etc will be provided by BHEL.**

(19) Details of attached Annexure: -

- a. Annexure "A" :- Price Bid Format.
- b. Annexure "B" :- General Terms & Conditions.
- c. Annexure "C" :- Checklist & Schedule of general particulars.
- d. Annexure "D" :- Declaration Sheet.
- e. Annexure "E" :- Statutory Compliances.
- f. Annexure "F" :- GST Guideline.
- g. Annexure "G" :- Conciliation & Compensation clause

(20) General Conditions: -

- A The party must have phone & mobile facility for effective communication during the entire period. The numbers are to be submitted along with bid.
- B BHEL reserves all right to cancel any or all the tenders without showing any prior notice or cause.
- C The tenderer is required to put his seal and signature in all the papers of every documents submitted in the Bid.
- D The tenderer is required to submit all the relevant/ necessary documents meeting the NIT-Conditions along with the bid itself. Since time is the essence of this contract, there may not be any correspondence with the tenderer in this regard.

- E Quoted rates must be inclusive of all taxes, duties, incidentals etc **except GST** which is to be specified with GST registration number & proof thereof.
- F BHEL reserves the right to disqualify any tenderer on the basis of unsatisfactory past performance in any division or unit of BHEL or any other PSU or Govt. organization. The decision of the department shall, in this regard, be final and binding on the tenderer.
- G During execution of the work, the contractor shall engage a supervisor, to supervise the work and interact with the department. The contractor shall, in this regard, submit a declaration along with his bid furnishing details such as Name, Experience & Photograph etc. of the supervisor. Supervisor of a particular contractor shall, under no circumstances, be permitted to supervise work of any other contractor working in Bhopal unit of BHEL. Change of a supervisor already declared at the time of submission of bid shall be effected under intimation of the department. The details/ particulars of the changed supervisor shall be submitted as done earlier. The contractor shall ensure availability of his supervisor for smooth execution of work failing which penal action as deemed fit by the department shall be taken against the contractor.
- H After issuance of LOI the contractor has to complete all the required formalities and execute the contract agreement in time as stipulated in LOI.
- I Bhel prefers the ITI qualified/Experienced labour as a skilled labour.

(21) Payment of wages :- Contractor shall be responsible for making payment of wages through Bank cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of contract operating division & representative of HR who shall record under his signature at the end of entries in the Register of wages in the following form

“Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date At time.....”

In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor

(22) Rejection of Job :- During contract period, if any job shall be rejected due to cause of contract worker an appropriate amount of rejection shall be deducted from contractors bill.

**SANTOSH KUMAR
DY.MGR. (STM-PLG)**