

BHARAT HEAVY ELECTRICALS LIMITED							
RMACHANDRAPURAM::HYDERABAD-32							
M&S - P&C							
TENDER NOTICE							
<b>Name of the department :</b>		M&S - P&C					
<b>Tender Notice No :</b>		M&S/P&C/2019/02		<b>Dated</b>		9/4/2019	
1	<p>Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT,for the work</p>						
	<b>Subject:</b>	Loading & Unloading of Fuels ,Lube Oils Sludges at 6 MW DG Set					
2	<p>Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A &amp; Price bid as Part B super scribing the Name of work, Tender reference will be received</p>						
	Up to 11.00 AM on or before	30/4/2019		at vendor complex, besides administrative building,			
	BHEL , Ramachandrapuram. Technical bid will be opened at 14.00 hrs.on the same date and further information if any, may be obtained from the office.						
3	<p>. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download in the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below:</p>						
4	The salient features of the tender documents are as follows :						
	i) Notice inviting Tender						
	ii) Instruction to Tenderer						
	iii) General terms and conditions						
	iv) Duties and Responsibilities of Contractor						
	v) Manpower						
	vi) Contract Work description						
	vii) Pro-forma for offering technical bid						
	viii) Special terms and conditions of Contract						
	ix) Price Bid Format						
	x) Declaration by Contractor						
	xi) Period of contract						
	xii) Failure to comply with contract						
	xiii) Payment to Contractor						
	xiv) Sub-contract						
	xv) Statutory requirement						
	xvi) Copy of agreement between BHEL & Contractor						
5	<p>A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs. and 14:00 hrs. from M&amp;S-P&amp;C Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.500/- only by way of crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".</p>						
6	<p>In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.</p>						
<b>(Signature &amp; Designation of Official)</b>							

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<b>1.0 NOTICE INVITING TENDER</b>									
i. Tender Number & date		: M&S/P&C/2019/02		Dated: 9/4/2019					
ii. Name of the Work :		: Loading & Unloading of Fuels ,Lube Oils Sludges at 6 MW DG Set							
iii. EMD :		: Rs.7300							
iv. Approximate Estimated value of work :		: Rs.3,61,194							
v. Cost of tender documents :		: Rs.500							
vi. Last date for sale of tender documents :		: 29/4/2019		time :14.00 hrs					
vii. Last date for receipt of tender :		: 30/4/2019		time: 11:00 Hrs					
viii. Date, time and place of tender opening :		: 30/4/2019		14:00 Hrs Vendor Complex, Admn Bldg					
ix. Period of completion :		: ONE YEAR							
x. Maintenance period :		: Nil							
<b>2.0 PREQUALIFICATION REQUIREMENTS:</b>									
The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):									
i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.									
ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:									
<b>a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.</b>									
OR									
<b>b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.</b>									
OR									
<b>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</b>									
<b>d. Experience certificate</b> issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.									
<b>In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS,PO/Work order.</b>									
<b>e. Similar work means :</b>		<b>Experience in Man Power supply.</b>							
<b>In case Experience certificate of other than BHEL,the certificate is to be supported by Form 26AS, Agreement,PO's</b>									
iii) “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 firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.									
iv) Valid ESI Code Number and P.F. Code Number									
v) It is required to furnish GST registration certificate issued by Competeny Authority									
vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned ).									
<u>Signature of the contractor</u>									

	<b>2.1 INSTRUCTIONS TO TENDERER</b>								
	2.1.1 Tender is a Single part bid system. The tender documents consist of Part – A and Part - B as detailed below:								
	Techno-commercial & price Bid-To be submitted in sealed cover to open on .					30/4/2019			
	2.1.2 Part 'A' must be duly completed and super-scribed "Tender Enquiry No.					M&S/P&C/2019/02			
	dated 9/4/2019 Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price/ rate in the								
	PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as								
	2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate								
	sealed envelope super-scribed "Tender Enquiry No				M&S/P&C/2019/02	Dated :	9/4/2019		
	Part 'B' - Price Bid ".								
	2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.								
	2.1.5 Part 'B'– the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.								
	2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.								
	2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.								
	2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.								
	2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.								
	2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms & conditions, which form part of the Agreement.								
	2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.								
	2.1.12 The price/rate should be quoted in figures as well as in words.								
	2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer.								
	2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Sr.Manager/M&S-P&C, BHEL, RC Puram, Hyderabad-32 so as to reach on or before 10:00 hrs. will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.								
	2.1.15 For any further details required, P&C section, M&S Division, 02 Annexe Ground Floor, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.040-23182532/4577								
	2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever.								
	BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI,PF contribution , payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,								
	<u>Signature of the contractor</u>								





	v) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process
	vi) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
	<b>3.1 ELIGIBILITY CRITERIA</b>
	3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
	3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
	3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
	3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
	3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
	3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
	3.1.8 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
	3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
	3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
	3.1.11 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.
	<b>3.2 EARNEST MONEY DEPOSIT:</b>
	3.2.1 An amount of <b>Rs.7300</b> towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/ Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
	3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
	3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
	3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL
	3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.
	3.2.6 The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.
	<u>Signature of the contractor</u>



		3.4.4	The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.								
		3.4.5	The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.								
		3.4.6	The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.								
		3.4.7	The Income tax as applicable will be deducted from the bill of the contractor.								
		3.4.8	Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.								
		3.4.9	The tenderer will have to follow the provisions of Payment of Bonus Act 1965 ,if applicable and Rules 1975, and is liable to pay Bonus to his workers. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of 3500/= per month. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and notified at appropriate time as per applicable law.								
		3.4.10	The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.								
		3.4.11	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).								
		<b>3.5 MANPOWER:</b>									
		3.5.1	The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.								
		3.5.2	The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.								
		3.5.3	The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.								
		3.5.4	The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.								
		3.5.5	The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.								
		3.5.6	The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.								
		3.5.7	The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.								
			<b><u>Signature of the contractor</u></b>								













5.0 CONTRACT WORK DESCRIPTION:									
SCHEDULE 'A'									
PERIOD:									ONE YEAR
CONTRACT WORK DESCRIPTION	Loading & Unloading of Fuels ,Lube Oils Sludges at 6 MW DG Set								
BHEL-HPEP, (Place of work to be executed and nature of work to be executed)									
1. No. of persons required to be deployed on daily basis:									
*	a. Unskilled workers:		2	Persons					
	b. Semikilled workers:		NIL	Persons					
	c. Skilled workers :		NIL	Persons					
(Shift wise deployment will be decided on day-to-day basis in consultation with the contract executing officers with in the above mentioned daily limit)									
Sl. No.	Activities					Remarks (Breakup of No. of persons to be deployed for each activities daily)	Qualification/ Credentials		
1	Loading & Unloading of Fuels ,Lube Oils Sludges at 6 MW DG Set					2 USW			
	<b>Note: As per enclosed Scope of work</b>								
*	Special Remarks	287 DAYS each.							
<u>Signature of the contractor</u>									

<b>6-A TECHNO-COMMERCIAL BID APPLICATION</b>									
To,									
Bharat Heavy Electricals Limited									
H.P.E.P., RC PURAM,									
HYDEDRABAD-32									
Dear Sir,									
I / We hereby offer to carry out the work	<b>Loading &amp; Unloading of Fuels ,Lube Oils Sludges at 6 MW DG Set</b>								
Against Tender Enquiry No.	<b>M&amp;S/P&amp;C/2019/02</b>			<b>Dated: 9/4/2019</b>					
I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.									
1. Notice Inviting Tender									
2. Bid Application									
3. Bid Questionnaire – A									
4. Bid Questionnaire – B									
5. Declaration by Tenderer (Part – A)									
6. Instructions to tenderer									
7. General terms and conditions									
8. Specific terms and conditions									
9. Evaluation of price bid									
10. Scope of Work & Schedule-A									
11. Price Bid Format (Part – B)									
I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.									
I am / We are in possession of independent PF/ESI Code.									
I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills									
Strike out which is not applicable									
Signature of Tenderer									
PART - A									
TECHNICAL BID - I									
Tender Enquiry No.					: Date:				
Details of the Contractor:									
a) Name and address of the Firm:									
b) Name and address of the proprietor:									
c) Is any contract being operated under the Yes / No									
control of the tenderer in BHEL .									
(If yes furnish the details) :									
Location/ Address Value Date of Completion									
1									
2									
3									
d) Is any relative of tenderer Yes / No									
employed in BHEL									
(If yes Furnish the detail) Name Staff no Location / Area									
<b>Signature of the contractor</b>									





7.0 DECLARATION BY TENDERER											
I, -----, aged ----- Yrs., S/o -----, residing at -----											
Hereby declare as follows:											
(i) That my nationality is _____.											
(ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.											
(iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.											
(iv) I shall not employ persons against whom Criminal cases are pending or under investigation.											
(v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.											
(vi) That there are no Criminal cases pending or under investigation against me or my firm or company.											
(vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.											
(viii) Neither I nor my firm nor my company has been declared insolvent in the past.											
(ix) I have taken due care and efforts to furnish only information which are true in the tender document.											
(x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.											
(xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.											
[Signature with Name & seal of the Tenderer]											
Date :											
Place :											



GST CLAUSES							
a)	In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.						
b)	In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.						
c)	The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.						
d)	Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.						
e)	Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.						
f)	Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.						
g)	Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.						
h)	In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.						
i)	Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.						
j)	<b>Penalty clause:</b>						
	A penalty of 0.50 % of the gross value of work will be levied for every week's or part thereof delay in execution of work by the agency, subject to a maximum penalty of 10 % of gross value of the total work executed. Penalty amount so determined along with GST if applicable thereon shall be recovered.						
k)	Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.						
l)	A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.						
	Signature of the contractor						