

NOTICE INVITING TENDER FOR WORKS CONTRACT									
Name of the department : Maintenance & Services									
Tender No .		M&S/P&C/2019/34		Dated		19/7/2019			
1. 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:		"ELECTRICAL WORKS FOR UPGRADATION OF 52 BUILDING SUBSTATION"							
2 Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A & Price bid as Part B super scribing the Name of work, and Tender reference will be received									
Up to 11.00 AM on or before		10/8/2019		at vendor complex, besides administrative building,					
BHEL , Ramachandrapuram. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be obtained from the office.									
3 . 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:									
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 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&S-P&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 favour of "BHEL-RC PURAM, HYDERABAD-32".									
6 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.									
(Signature & Designation of Official)									

CONTENTS									
SL. No.		Description							
1.0		Notice Inviting Tender							
2.0		Prequalification requirements							
2.1		Instructions to Tenderer							
3.0		General terms and conditions							
3.1		Eligibility Criteria							
3.2		Earnest Money Deposit							
3.3		Security Deposit							
3.4		Statutory Requirement							
3.5		Manpower							
3.5.A		Safety							
3.6		Period of Contract							
3.7		Failure to comply with Contract							
3.8		Payment to the Contractor							
3.9		Sub-contract							
3.1		Laws governing the Contract							
3.1.1		Legal Jurisdiction							
4.0		Duties & Responsibilities of Contractor							
5.0		Contract Work Description – Schedule “A”							
6-A		Pro-forma for offering Technical bid							
6-B		Special Terms & Conditions of Contract							
6-C		Pro-forma for Price Bid							
7.0		Declaration by Contractor							
<u>Signature of the Contractor</u>									

<u>1.0 NOTICE INVITING TENDER</u>									
i. Tender Number & date					: M&S/P&C/2019/34		Dated: 19/7/2019		
ii. Name of the Work :					: "ELECTRICAL WORKS FOR UPGRADATION OF 52 BUILDING SUBSTATION"				
iii. EMD :					Rs. 13000				
iv. Approximate Estimated value of work					Rs. 644288				
v. Cost of tender documents :					Rs. 500				
vi. Last date for sale of tender documents					: 9/8/2019		time :14.00 hrs		
vii. Last date for receipt of tender					: 10/8/2019		time: 11:00 Hrs		
viii. Date, time and place of tender opening					: 10/8/2019		14:00 Hrs Vendor Complex, Admn Bldg		
ix. Contract Period					: 60 DAYS				
x. Maintenance period :					: NIL				
<u>2.0 PREQUALIFICATION REQUIREMENTS:</u>									
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.(Rs.1.93 Lakhs)									
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:									
a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.(Rs.2.57 Lakhs)									
OR									
b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.(Rs.3.2 Lakhs)									
OR									
c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.(Rs.5.15 Lakhs)									
d. Experience certificate 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.									
In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS, PO`s.									
e) Similar Work Means :					Experience in All kinds of 11 kV and above HT electrical works				
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) GST Registration certificate issued by Competency Authority									
v) PAN No. (In case not available, proof of having applied with acknowledgement from concerned).									
vi)Tenderer should be in possession of valid Electrical License of Grade "A" or above issued by Telangana or Andhra Pradesh Govt.only (Document proof should be submitted along with Technical bid)									
<u>Signature of the contractor</u>									

2.1 INSTRUCTIONS TO TENDERER									
2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:									
Part 'A': Techno-commercial Bid-To be submitted in sealed cover to open on .								10/8/2019	
Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.									
2.1.2 Part 'A' must be duly completed and super-scribed "Tender Enquiry No.								M&S/P&C/2019/34	
dated 19/7/2019 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.									
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/2019/34		Dated :		19/7/2019	
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.040-23183809/2928									
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. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.									
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 , Non payment of bonus) and backing out from contract after reverse auction or after receipt of Service PO / entering of agreement etc.,									
Signature of the contractor									

	2.1.17 PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for Tender charges in Excess/Less/At per on our estimated price - contractor should not express any difficulty in execution of the contract.
	2.1.18 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.
	2.1.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
	2.1.20 The tenderer will be required to quote the Tender charges on our total estimated value (both in figures and words).
	2.1.21 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.
	2.1.22 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:
	i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is govern and the unit price corrected accordingly. an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall
	ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
	iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
	2.1.23 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rates against each item /work (main as well as sub-work/item).
	2.1.24 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
	2.1.25 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
	2.1.26 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
	2.1.27 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
	2.1.28 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
	2.1.29 Tender document should be complete in all respects.
	Signature of the contractor

	iv. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules if applicable for contract period. The bonus element is under contractor's Scope.
	v. The contractor shall provide Personal Protective Equipment including one helmet, one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period. The contractor is required to submit proof of expenditure incurred in providing Personal Protective Equipment to his workmen. If contractor fails to provide the said PPE, Rs.800/- will be deducted as penalty against each workmen engaged during the contract period.
	vi. The tenders which are finalized by Works & Services Contract cell are executed by different user departments. For such contracts, the execution and billing process for payment to the contractor will be carried out by respective user departments only.
	vii. Penalty: This is in addition to the standard Penalty clause as mentioned in the scope of work
	<u>Signature of the contractor</u>

6-A TECHNO-COMMERCIAL BID APPLICATION											
To,											
Bharat Heavy Electricals Limited											
H.P.E.P., RC PURAM,											
HYDEDRABAD-32											
Dear Sir,											
I / We hereby offer to carry out the work						"ELECTRICAL WORKS FOR UPGRADATION OF 52 BUILDING SUBSTATION"					
Against Tender Enquiry No.						M&S/P&C/2019/34			Dated: 19/7/2019		
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											
Signature of the contractor											

GST CLAUSES										
The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT.										
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										
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) Penalty clause:										
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										

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 :											