



BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division, Malleswaram,
Bangalore - 560 012

**TENDER
DOCUMENT
(PART – A)**

TENDER DOCUMENT (PART-A)

TECHNO-COMMERCIAL BID

Operation and Maintenance of IBR Package Boilers 2017-19

**DEPARTMENT : WORKS ENGINEERING
SECTION : Boilers and Compressors**



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- 1.0 BHEL/ EPD (A Govt. of India Enterprise) is desirous of engaging a Contractor for '**Operation and Maintenance of IBR Package Boilers**' for a period of **TWO years 2017 to 2019**.
- 2.0 Sealed Bids are invited under Single stage two part bid system from the competent Agencies with sound Technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
- 3.0 Interested and eligible parties may study the tender document carefully and offer their bids.
- 4.0 The salient features of the tender documents are as follows :
- a) Notice inviting Tender
 - b) Instruction to Tenderer
 - c) General terms and conditions
 - d) Duties and Responsibilities of Contractor
 - e) Contract Work description
 - f) Proforma for offering techno- commercial bid
 - g) Special terms and conditions of Contract
 - h) Price Bid Format
 - i) Reverse auction format
 - j) General Terms and conditions of reverse auction
 - k) Declaration by Contractor
 - l) Agreement between Contractor and BHEL- EPD
- 5.0 A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between) 09:00 hrs to 12:00 hrs from WEX Department, BHEL-EPD, Prof.CNR Rao Circle, Malleshwaram, Bangalore by paying the prescribed Tender fee of Rs.500/- only in the form of cash in the Cash Counter (Finance Department) or crossed Demand Draft only in favor of "BHEL-EPD, Bangalore".
- 6.0 In case, tender documents are requested by post, BHEL-EPD 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.
- 7.0 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 have 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 decided to go for RA.
- 8.0 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 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.

(Signature & Designation of Official)

Sr. Mgr/WEX



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1.0 NOTICE INVITING TENDER

1. Tender No. : **BHEL/EPD/WEX/BLR/001** Date: **17th October - 2016**
2. Scope of Work:
**'Operation and Maintenance Contract for IBR Package Boilers - 2017-2019'
(Details as per para 5.0)**
3. Qualifying Requirement : As per NIT Terms & Conditions
4. Duration of Contract: **TWO Years**
5. Earnest Money Deposit to accompany Tender: Rs.88,500/-
(Rupees Eighty Eight Thousand Five Hundred only) In the form of a crossed Demand Draft favoring BHEL-EPD, Bangalore or Pay-in-Slip issued by BHEL Cash Counter.
7. Cost of Tender documents: Rs.500/-
8. Issue of Tender Documents: From 17th October - 2016 onwards
9. Last date for Issue of Tender Documents: Upto 12:00 hrs of 10th November - 2016
10. Last date for Submission of Tender Doc.: Upto 14:00 hrs of 10th November - 2016
11. Date and time of opening of Tender(Part-A): at 14:30 hrs on 10th November - 2016

Date: 17th October - 2016


Name : Sankar Das
Designation: Sr.Manager / WEX
BHEL-EPD, Bangalore
Email: sdas@bhelepd.com
Phone: 080-22182299/22182344



2.0 INSTRUCTIONS TO TENDERER:

- 2.1 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 enabling us to open on 10th November - 2016 at 14:30 hrs.)
- Part 'B': **Price Bid to be submitted in sealed cover as per Tender conditions.**
- 2.2 Part 'A' must be duly completed and sealed along with the Earnest Money Deposit (EMD) of Rs.88,500/- (Rupees Eighty Eight Thousand Five Hundred only) in a separate envelope superscribed "Tender Enquiry No. BHEL/EPD/WEX/BLR/001 dated 17th October - 2016 Part 'A' Techno-commercial Bid". **The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.**
- 2.3 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 Non-responsive/non-conforming and non-acceptable.
- 2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope superscribed "BHEL/EPD/WEX/BLR/001 dated 17th October - 2016 Part 'B' - Price Bid ". **EMD, Part A, Part B all three in separate sealed covers/envelopes are to be kept & submitted in a common sealed envelope/cover.**
- 2.5 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 as a token of acceptance.
- 2.6 Part 'B' - **the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.**
- 2.7 The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and Conditions of Reverse Auction are furnished. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activity. In case of option of reverse auction is not exercised by BHEL, then Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid
- 2.8 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.
- 2.9 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.10 The Name of the tenderer should be written or the contractors seal to be put on the sealed envelope.
- 2.11 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.



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- 2.12 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 are left blank, the tender can be rejected.**
- 2.13 The price/rate should be quoted in figures as well as words.
- 2.14 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.15 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the WEX Tender Box kept at Reception so as to reach on or before 14:00 hrs & date as indicated in para 1.0 (Notice Inviting Tender). The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened at 14.30 hrs & date as indicated in para 1.0 on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - Price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 2.16 For any further details required, Sr.Manager/WEX of BHEL/EPD, Bangalore may be contacted in person or through Telephone Nos. **(080-22182299/22182344)**.
- 2.17 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.
- 2.18 **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 each activities after careful study of the actual job requirement so that, incase the contract is awarded, contractor should not express any difficulties in execution of the contract.
- 2.19 Apart from the Minimum Wages payable as per statute, the tenderer would be required to pay allowances/incentives such as Travelling Allowance, Attendance Bonus and Additional Payments etc., as decided and communicated by BHEL.
- 2.20 **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the pre-qualification bid.
- 2.21 The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Service Tax, etc., as per the directives issued by BHEL time to time.
- 2.22 The tenderer will be required to quote the rates against each item of work under each group (both in figures and words).



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- 2.23 Rates for each item of the tender schedule should be quoted in Indian Rupees and Paisa only. In case of difference in the rates quoted in figures and words, the lower of the two rates will be taken as the tendered rate.
- 2.24 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).
- 2.25 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing Minimum wages, statutory payments and other payments and obligations as directed by BHEL from time to time.
- 2.26 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.
- 2.27 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.28 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.29 Tender document should be complete in all respects.
- 2.30 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BHEL.
- 2.31 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected.
- 2.32 Tenders not submitted in the prescribed forms will be rejected.
- 2.33 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.34 **Eligible tenderers will be informed of reverse auction as per procedure as stated in the document.**
- 2.35 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.36 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.37 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.



3.0 GENERAL TERMS AND CONDITIONS

3.1 Eligibility Criteria

- 3.1.1 In case of Firm of contractor, the same should be a registered and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 Tenderer should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. However, in labour contracts, the tenderer should produce the license before commencement of work.
- 3.1.3 A copy of the license issued by the Labour Dept under Contract Labour (Regulation & Abolition) Act 1970 to be produced to establish that tenderer is a valid licensee to carry out the work. Successful tenderer has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
- 3.1.4 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.5 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.6 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.
- 3.1.7 A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position.
- 3.1.8 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.
- 3.1.9 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 (Ref 6A). During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.10 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.
- 3.1.11 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.
- 3.1.12 If the tenderer gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 3.1.13 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Bangalore. Absence of such an arrangement may lead to disqualification of the Tenderer.