



**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRICAL MACHINES REPAIR PLANT,**  
**Plot No.D-1, Cross Road 'C', Road No.16,**  
**MIDC, Andheri (East), MUMBAI – 400 093**

**NOTICE INVITING TENDER**

**NIT No. BHEL/EMRP/HR/13-14/T-06**

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Repair and strengthening of boundary wall of factory premises.
Earnest Money	Rs. 40,000.00 in the form of D.D. drawn in favour of BHEL to be enclosed with techno-commercial bid
Last date & time for selling of tender	<b>31.01.2014 up to 1600 hours</b>
Due date & time of bid submission	<b>On or before 03.02.2014, up to 1400 Hrs</b>
Due date & time of bid opening	<b>03.02.2014, 1430 Hrs onward</b>

**NOTE:**

- 1. Tender can be down loaded from our website [www.bhel.com](http://www.bhel.com)**
- 2. All subsequent corrigendum/amendment shall be hosted only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.**
- 3. For detail, refer tender documents.**
- 4. In case of delay the penalty shall be imposed as per clause no. 3.8 of the NIT document.**

**Manager (HR & Civil)**  
**Phone no.: 022- 2835 8701**

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders for carrying out internal/structural repairing and painting work in EMRP.

## **1. TECHNICAL TERMS AND CONDITIONS:**

### **1.1 Scope of Work -** Brief scope of work is as follows:

1.1.1 Dismantling existing MS Grill fabricated in composite section with angles, tee, flat, wire mesh etc. with their support along with RCC work in flower beds.

1.1.2 RCC / Brick Masonry, plaster, re-erection of dismantled grills and fabrication and erection of new grills as required with replacement of existing barbed wire including small repair and painting with APEX ULTIMA / Aluminium Paint complete as described in price schedule.

**Note: For detail please refer Price Schedule.**

### **1.2 Pre-qualification criteria:**

1.2.1 The bidder should have an average annual financial turnover not less than Rs. 5.00 Lacs during last three financial years ending on 31/03/2013.

1.2.2 The bidder should have experience of successfully completed such or similar kind of work during last 7 years ending on 31/12/2013 for valuing either of the following values -

- (a) Three works each valuing not less than Rs. 5 Lacs  
Or
- (b) Two works each valuing not less than Rs. 7 Lacs  
Or
- (c) One work valuing not less than Rs. 10 Lacs

(Similar kind of work include civil works pertaining to new construction or renovation and modification)

#### **Note:**

- 1. Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.**
- 2. Necessary documents like Work Orders, BOQ and completion certificates and Audited Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.**

**1.3 Pre-bid Meeting:** Pre-bid meeting shall be held in the office of the undersigned at 11AM on 25/01/2014 for techno-commercial clarifications if any.

### **1.4 PROCEDURE FOR SUBMISSION OF BIDS**

Vendors shall submit their sealed offers in Two Part Bid system i.e. Part "A" Techno –Commercial Bid with EMD and Part "B" Price Bid. NIT No. with due date and Subject should be mentioned on each cover. These two covers should be placed in another large cover & sealed. On top of this cover also the NIT No. with due date and subject should be clearly mentioned. Bids shall be submitted in tender box at **BHEL EMRP, Plot No. D-1, MIDC, ANDHERI (E), MUMBAI 400093** on or before due date and time.

#### **Part "A" Techno-Commercial Bid :**

The following documents are to be submitted with Techno- commercial bid -

1. No Deviation Certificate as per Annexure "A".
2. Certificate for over writing / Erasures / Corrections as per Annexure "B".
3. Declaration by the bidder as per Annexure "C".
4. Earnest money deposit in the form of pay order/Demand draft.
5. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender..
6. Copy of PAN Number
7. Copy of Service Tax Registration Number.
8. Copy of VAT/TIN No.
9. Documents in support of type of firm.

**Part "B" Price Bid :**

Bidder shall submit price bid in a separate sealed cover duly filled in as per Price Schedule enclosed with the NIT.

**2 GENERAL TERMS AND CONDITIONS**

- 2.1** BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- 2.2 Earnest Money Deposit:** The bidders have to submit interest free EMD along with Techno-commercial Bid for Rs. 40,000/- in the form of Demand Draft / Pay Order drawn in favour of BHEL. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.
- 2.3** The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 2.4** In the case of unsuccessful tenderer, the Earnest Money will be refunded after finalization of the tender.
- 2.5** BHEL reserves the right of forfeiture of Earnest Money Deposit, in case the successful tenderer who:
  - After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
  - Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of letter of intent.
  - Fails to submit 50% of the total security deposit before start of work.
  - Fails to start the work as may be indicated in the Letter of Intent.
- 2.6** Any variance observed in Un-priced "Price Bid" duly submitted along with the Part "A" Techno-commercial Bid and Part "B" Price Bid duly filled in, then details furnished in Techno-commercial Bid shall only be valid and binding on the bidder. No subsequent deviation on this account shall be acceptable in Price Bid.
- 2.7** Bids will be opened in front of the bidder or their authorized representative who wish to be present on the due date.
- 2.8** Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and may be rejected summarily and price bid of such bidder shall not be opened.
- 2.9** Price bid of only those bidders shall be opened who qualifies in Part "A" Techno-commercial bid with due intimation to them by Email/Fax/Telephone.

- 2.10** To decide the successful bidder, the price bid evaluation criterion vide clause no. 3.6 below will be followed.
- 2.11** Corrections / Erasures / Overwriting, should be avoided. If any happens, the same should be certified by the bidder's authorized signatory in the enclosed format.
- 2.12** The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving 15 day notice of their intention to do so in writing to the contractor for which he shall not be entitled to any compensation by reason of such termination.
- 2.13** Persons deployed by the contractor are subject to Security checks by our security staff.
- 2.14** **Arbitration:** Any dispute arising out of this enquiry shall be referred to the sole arbitration of General Manager / Additional General Manager I/C BHEL/EMRP/Mumbai-93 or any official nominated by him and the arbitration proceedings shall be conducted in accordance with the Arbitration & Reconciliation Act 1996. The award of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be held at Mumbai only.
- 2.15** BHEL reserve its right to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;
- a) Insolvency of the party
  - b) The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
  - c) The liquidation, Whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
  - d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co-operative society.
  - e) If any partner of your firm or any member of your co-operative society shall be convicted of any criminal offence.
  - f) If you, either by yourself or by your servants commit or suffer to be committed any act which in the opinion of the company found against the established rules and regulations then the company reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.
- 2.16** **Offer Validity:** The offer should be valid for a period of 90 days from the date of opening of (Part-A) techno-commercial bid.
- 2.17** **REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN PAST**  
The bid of the contractor may be rejected due to unsatisfactory performance in the past at any of the BHEL units or due to rejection of the contractor by the customer.

### **3. COMMERCIAL TERMS AND CONDITIONS:**

- 3.1** **Price:** Price should be quoted as per the price schedule enclosed and same shall be inclusive of all taxes & duties and octroi but excluding Service tax and WCT as may be applicable. Service Tax as may be applicable shall be paid extra at actual on submission of documentary evidence. WCT as may be applicable shall be recovered from the payments and necessary TDS to this effect shall be issued by BHEL.

**3.2 Taxes & Duties:** The quoted price shall be inclusive of all taxes & duties and Octroi charges complete as on date of submission of offer but exclusive of Service tax and WCT. However if any new taxes & duties are introduced or any variation occurred in existing rate of taxes and duties subsequent to bid submission and during the currency of the contract including its extension if any, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the completion schedule is extended for the reasons attributable to the contractor, no such variation shall be admissible.

**3.3 Price Variation clause:** Price quoted shall remain firm and effective till the date of work completion and acceptance. The quantities shown in Price Schedule may vary as per actual requirement. BHEL reserve the right to add or delete items depending upon the final requirement. For such addition or deletion, the Contract price shall be adjusted based on the quoted unit rate for schedule items/approved rate for any additional item, which shall be valid for a variation of  $\pm 10\%$  of the total contract price.

### **3.4 Security Deposit**

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit, after adjusting the amount of Earnest Money duly deposited with the Tender, within the time specified in the letter of intent for satisfactory completion of work.

**3.4.1** The total amount of Security Deposit shall be as follows:

- (i) In the case of work costing upto Rs. 10 lakhs:- 10%.
- (ii) Above Rs. 10 lakhs upto Rs. 50 lakhs:- 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs.
- (iii) Above Rs. 50 lakhs:- Rs. 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs.

The security deposit, calculated as above shall be deposited with in 15 days from the date of issue of letter of intent but before the start of work in any one of the following forms.

**a) The total Security Deposit** may be deposited with the cash office of BHEL.

**or**

**b) 50% of Security Deposit** in cash or in the form of Bank Guarantee in the prescribed proforma. Balance shall be recovered from running bills @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up. **The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure "A".**

**3.4.2** Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the **Letter of Intent plus 03 (three) months claim period** and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period.

**3.4.3** If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### **3.4.4 Return of Security Deposit :**

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount (50%) of Security Deposit will be released along with final bill to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. Balance half of the amount of security deposits will be released only after the Warranty period is over. In case contractors wants refund of total security money deposited by him along with final bill, the contractor will have to submit a BG of an amount equivalent to 50% of the total security deposit at the time of final bill with validity up to the expiry of Warrantee period + 3 months claim period.

#### **3.5 Payment Terms:**

- a) No advance payment shall be made under any circumstances.
- b) Payment against work done shall be regulated in three stages i.e. Two Running Bills and One Final Bill. However, Running Bill amount should not be less than 1/3<sup>rd</sup> of the contract value.
- c) The payment against each bill shall be made on the basis of actual measurement subject to deductions towards Security Deposit, Income Tax with surcharge and any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable.
- d) All the payments due to the Contractor will be made through Electronic Fund Transfer(EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "D".
- e) **Normally payment of bills takes about 30 days from the date of verification of contractor's bill by Engineer In-charge.**
- f) Any deviation in the payment terms shall be loaded @0.25% per week in total basic price for calculating the landed cost to BHEL.

**3.6 Bid Evaluation Criteria:** 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. Missing information may not be asked by BHEL.

3.6.1 Prices quoted against different items of work of price schedules shall be combined to arrive at the total price. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

3.6.2 **Total price (Landed Cost to BHEL) inclusive of taxes, duties and Govt. Levies etc. shall be compared for the purpose of arriving at L-1.**

3.6.3 Work is indivisible in nature and shall be awarded to a single party.

#### **3.7 Completion Time:**

**3.7.1** On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to commence the work within 1 week of issue of LOI.

**3.7.2** The work is to be completed within a period of 3 months from the date of issue of LOI or 02 weeks from the last input required for completion of work from BHEL whichever is later.

**3.7.3** In case of deviation offered by the bidder in completion schedule, price will be loaded @ 0.5% per week of the basic cost, provided extended delivery is acceptable to BHEL, else can be agreed summarily.

**3.8 L.D. FOR DELAY :** Liquidated Damages @0.50% per week or part there of will be levied as penalty if there is a delay beyond the schedule completion period subject to the maximum of 10% of the contract value ( inclusive of taxes and duties).

**3.9 WARRANTY:**

**3.9.1**The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of work.

**3.9.2** In case of any deficiencies in the workmanship, which 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 in a reasonable time.

**3.9.3**The acceptance of the work by the Engineer In-charge shall in no way relieve the contractor of his obligation under this clause.

**3.10 EXTRA/ADDITIONAL ITEMS OF WORK :**

**3.10.1** Any new item of work which is explicitly not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then it will come under the ambit of Extra Item of Work. In case such extra item is executed the rate for the same shall be determined in the following ways and in the same priority :

(a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.

(b) If the derivation of rate of an extra item is not possible as per (a) above, the same shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with allowable wastage as per standard practice), deployment of labours and other incidentals with 15% as contractor's premium and over heads. For this purpose the contractor has to maintain and produce proper record duly certified by the BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

**3.10.2** Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account.

**3.10.3** BHEL reserves the right to carry out such extra/additional items of work through any other contractor.

**3.11 INSURANCE:**

**3.11.1** It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.

**3.11.2** 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 Workmen's Compensation Act.

**3.11.3** 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 / its customer'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.

**3.12 SUSPENSION AND CANCELLATION OF WORK**

**3.12.1** 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. In such case, the time for completion of the contract will be extended for a period mutually agreed to between the parties. **No price variation on this account shall be admitted.**

3.12.2 In general, no order shall be cancelled after the issue of the order or the understanding to proceed with the work. However, in the event of such cancellation of contract after commencement of the work, BHEL shall pay to the Contractor compensation for the loss of profit on this account, in addition to the expenses incurred by the contractor in respect of the contract.

**3.13 EXTENSION FOR DELAY :**

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors engaged by 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, the contractor shall immediately give requests in writing within fifteen days of the happening of the event causing delay for extension of time.

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 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

**3.14 FORCE MAJEURE**

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

**3.15 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION' -** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Mumbai shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

**3.16 Safety Rules:** Necessary safety rules and precautions to be followed by the successful bidder at their own cost.

**3.17 Statutory Laws:** All Statutory rules and regulations in respect of labour/man power deployment along with provisions of Contract Labour Act with applicability of PF/ESI/Labour Licence etc. to be ensured by the successful bidder at their own cost.

**ANNEXURE "A"**

**NO DEVIATION CERTIFICATE**

We hereby accept and agree to all Techno – Commercial & General terms & conditions given in the NIT No. BHEL/EMRP/HR/13-14/T-06 without any deviation.

Signature and seal of the bidder

**ANNEXURE "B"**

**Certificate for over writing / Erasure / Corrections**

(Please do not sign this certificate if there is no Overwriting / Erasure / Corrections)

Correction / Overwriting / Erasures in the tender enquiry No. BHEL/EMRP/HR/13-14/T-06 has been noted and the same is endorsed and signed by me.

Signature and seal of the bidder

**ANNEXURE "C"**

**DECLARATION BY THE BIDDER**

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 myself 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(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations as  
mentioned in the tender.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory  
Regulations mentioned in the NIT and price bid before quoting my price bid.

Signature and seal of the bidder