

Enquiry Letter

Tender Enquiry No.: BHEL/FSIP/MM-WCC/24-25/W-12

Date: 26.07.2024

BHEL-FSIP, Jagdishpur invites tender in two part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidders

Description of work	Establishment of 750 KW AC Solar PV Plant at Stamping Shop roof under BOOM mode for 25 years at BHEL-FSIP, Jagdishpur
Quantum and scope of work	As per STC of tender NIT
Duration of Contract	25 Years
Tender Document Cost:	NIL
EMD	Rs. 7.71 Lakhs
Security Deposit	Rs.19.71 Lakhs
Due date and Time for bid submission up to	17 August 2024 (11:00 AM)
Due Date and Time for Opening of Techno-Commercial Bid	17 August 2024 (03:00 PM)
Mode of Tender	E-Procurement
Tender Website (e-bid portal)	https://eprocurebhel.co.in/nicgep/app
Mode of Part II bid Opening	Through Reverse Auction.

Reverse Auction:-“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Note: This clause is applicable only if Mode of part II bid opening is through reverse auction. In case of price bid opening, this clause is not applicable.

Mode of Submission of offer:

Bidders are requested to submit their best offer for the above subject work/service as per the tender terms & conditions. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <https://www.bhel.com> and <https://eprocurebhel.co.in/nicgep/app> only.

It is advised to regularly visit website to keep yourself updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date & time.

Bidders shall have to visit BHEL e-Procurement website and have to upload their quotation on BHEL e-bid portal <https://eprocurebhel.co.in/nicgep/app> in line with NIT requirement by due date and time. For uploading bids, bidders have to use their Organisation's authorized digital signature (DSC class-III/ applicable class for bidding). Bidders to note that hard copy of the bid is not required to be submitted and bid is to be uploaded on BHEL e-bid portal only. In case bids are received from any of the bidder by any means other than on tender website, such bids shall be ignored.

Prices	Prices shall remain firm.
Integrity Pact	Integrity Pact is applicable. Refer Annexure-L for detail.

Applicability of PF , ESI, Bonus & Leave with wages clause	Applicable as per STC.	
Preferences for MSME	Tender without EMD will be summarily rejected and the Technical bid & price bid shall not be considered (Note: There is no provision of EMD waiver for MSE suppliers and EMD amount as shown above must be paid).	
PQR	PQR is Applicable as per STC.	
Conditional Enquiry	This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following: i) Qualification of PQR as applicable ii) Techno commercial compliance to the tender NIT (Bid). iii) Offered service should mandatorily conform to PPP-MII and GFR order provisions. iv) Any other condition stipulated in STC.	
Evaluation	Refer section V of STC for evaluation.	
Offer Validity	90 days.	
Order of precedence	The Terms and Conditions stipulated in Special condition of contract (Section –II) shall supersede General Terms and conditions (Section I) and The Terms and Conditions stipulated in NIT will supersede both Section I & Section II.	
Contact Detail	Prashant Kumar Tripathi Engineer prashant.tripathi@bhel.in 6306101722	Akash Verma Manager akashverma@bhel.in 9718575780
Enclosures to Tender Enquiry:	<ol style="list-style-type: none"> 1. Section-I: General Terms and conditions (GTC). 2. Section-II: Special Terms and Conditions (STC). 3. Section-III: Power Purchase Agreement. 	

Section-I

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. OFFICIAL SECRET ACT :

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them. A third party non-disclosure agreement as per Annexure-G shall be submitted.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.