



BHEL, BHOPAL

TXM DIVISION

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INSTRUCTIONS TO TENDERERS

REV. 00

NIT No.: TPTN/TXM/ASSY/1920/ETP/01 Dt: 04.05.2019

Sub:- Operation of ETP plant for TXM DIVISION

- 1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid; Part-II: Price Bid.
- 1.1 Part-I (Techno-commercial) Bid : Techno-commercial bid should contain documents in the same order as listed below:
- 1.1.1 Covering letter as per Annexure "A"
 - 1.1.2 Check List as per Annexure "B"
 - 1.1.3 Tender Fee in the prescribed form
 - 1.1.4 EMD in the prescribed form
 - 1.1.5 This bid document signed and stamped with all tables/Declaration forms/information sheets (annexure "A,B,C,E,F,G,H") duly filled in legible writing
 - 1.1.6 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
 - 1.1.7 Photocopy of PAN card in which PAN is readable
 - 1.1.8 Copy of GSTIN number
 - 1.1.9 Copy of Provident Fund Number issued by RPFC
 - 1.1.10 Copy of ESI Registration Number if any
 - 1.1.11 Copy of Labour Licence Number issued by Labour Commissioner
 - 1.1.12 Copy of Firm Registration

Note:

- (i) The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.
- (ii) VALIDITY OF CONTRACT WILL BE UPTO 31.12.2019 FROM THE PLACEMENT OF WORK ORDER.

Prepared by
Lalit kr singh

Date of issue
06.05.2019



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- 1.2 Part-II(Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.
- 1.3 Part-I and Part-II Bids should be put in separately sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information :
1. NIT No. & Title of Work
 2. Bid Opening date & time
 3. Address/Venue of Bid Submission
 4. Bidder's Name & Address
- 2.0 The complete offer with tender specification including all documents submitted in response to this tender shall be duly signed and sent in a sealed cover super-scribing the name of work as given in the tender notice.
- 3.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box for works contract duly addressed to following:
- Tender Room,**
Ground Floor, Administrative Building
BHEL, Piplani, Bhopal- 462022.
- 4.0 Tenders can be submitted personally or by courier/post. Tenders submitted by post should be sent preferably as "REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST". Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission will not be considered. Telegraphic offers and offers received by telex / fax will not be considered.
- 5.0 Tenders shall be opened by authorised officer of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorised representative who may like to be present.
- 6.0 The tenderer shall closely peruse all the clauses, specifications and drawings as applicable indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 7.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.0 Before tendering, the tenderer is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.



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9.0 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Tender Specifications must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself.

10.0 The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate that corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.

11.0 All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to rejection. The tenderer shall duly attest all cancellations and insertions.

12.0 Only tenderer who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from tenderer who does not have a proven and established experience in the field is likely not to be considered.

13.0 The tenderer shall give full information in respect of the following: -

- 14.1 Permanent account Number as allotted by the Income Tax Department.
- 14.2 Service Tax Registration Number if applicable.
- 14.4 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
- 14.4 Declaration sheet as per proforma at Annexure - 'C'.
- 14.5 Check list and schedule of general particulars, duly filled in, signed and stamped as per Annexure-'B'.
- 14.6 PF code number allotted by the Regional Provident Commissioner, ESI Regn. No., Labour Licence No. issued by Labour Commissioner and Firm registration No., GSTIN number

Note:- All the data required to be enclosed with the tender as per the requirements of this section need to be furnished neatly typed, signed and stamped in the given formats only & wherever necessary documentary proof also needs to be enclosed. In the absence of the above information, the tender may be considered as incomplete and is liable for rejection.

14.0 The offer shall be kept open for acceptance for a period of three months from the date of opening of tender. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the



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original offer, which shall be binding, on the tenderer. All expenses for attending such negotiations are to be borne by the tenderer.

15.0 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.

16.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

17.0 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

18.0 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of attorney and changes after obtaining proper legal advise, the cost of which will be chargeable to the contractor concerned.

19.0 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.

20.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

21.0 Should a tenderer or, in the case of a firm or Company, its Partner(s) / major Shareholder(s) / Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

22.0 BHEL reserves the right to accept or reject any of the bid/ all bids with or without deviation or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.

23.0 Execution of work:

- (a) Contractor shall depute adequate number of employees for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specification, procedure & quality plan etc.
- (b) The contractor shall have close liaison with the concerned shop for all requirements, instructions, priorities and guidelines.
- (c) The contractor's employees may be required to work in III shift also if required as per BHEL shift timings apart from general shift including holidays and Sundays.
- (d) The contractor shall maintain a record of works/activities completed and get it duly signed by the concerned shop supervisor/ executive in the format as DWM. The weekly records are to be verified with the concerned executive.
- (e) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record such employees should possess requisite skill, proficiency, experience etc.



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- (f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub-contract the job.
- (g) Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- (h) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

24.0 Operation and maintenance work of ETP will be done in one shift UPTO 31.12.2019.

25.0 Timing of execution of work shall be as per BHEL shift timing apart from general shift including holidays and Sundays.

26.0 All necessary consumable chemicals/items required operation and maintenance of ETP are in the scope of Contractor..

29.0 All required PPE's like hand gloves, face mask, chemical respirator etc. shall be in the scope of Contractor. All the workers should be provided with uniform, shoes, safety helmet & identity cards by the contractors.

30.0 The contractor has to provide minimum 2 sets of uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition. The helmet shall be integral part of uniform and safety items shoes etc.

31.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract labours.

32.0 The responsibility of fulfilling liabilities under various labour laws such as workmen's compensation Act, industrial disputes Act, minimum wages Act, Payment of bonus act, factories act. & contract labour act etc, is of the contractor responsibility.

33.0 The contractor should make necessary arrangement of welfare and health of contract labour at his own cost.

34.0 Contractor shall ensure payment of statutory prescribed minimum wages and additional wages as recommended by BHEL. Contractor shall make the payment of wages to the worker through bank A/c only.

35.0 The contractor shall be responsible for damages to BHEL property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.

36.0 The contractor should produce the records i.e. labour licence, proof of payment of wages, P.F., ESIC etc as and when demanded by the BHEL Authorities.

37.0 The contractor shall indemnify against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.



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38.0 The BHEL reserves the right to terminate the contract without advance termination notice of 02 months for non compliance/ violation/ contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time.

39.0 In the event of failure to carryout the work assigned under the up-keeping contract to the satisfaction of BHEL the company reserves the right to get the work done through the alternate sources at the cost and risk of the contractor.

40.0 Reporting about the status of the job on a day-to-day basis shall have to be ensured by Contractor personnel to BHEL officers.

41.0 The contractor wants to withdraw the contract before expiring date due to any reasons. At that time the contractor should give written request at least three months in advance to the BHEL. After withdrawing contract EMD & Security deposit amount will be not refunded to the contractor.

42.0 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.

43.0 The contractor shall give undertaking to meet the obligation to pay wages as per the notified wages given by BHEL/CLC from time to time (Min. wages + addl. wages of BHEL) and comply with all the relevant labour laws like PF Act 1952, ESI Act 1948, MP Labour Welfare Fund Act, Payment of Bonus Act, Contract Labour (R&A) Act, Factories Act etc.

For latest statutory minimum wages please contact HR-CLC, BHEL Bhopal.



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ANNEXURE "A"

OFFER OF THE CONTRACTOR

Dy mgr (TXM)
TXM
DIVISION
BLOCK-9 ASSEMBLY SECTION ,
BHEL, PIPLANI, BHOPAL - 462022

Dear Sir,

I/We here by offer to carry out the work detailed in Tender Specification No.(NIT No.) TPTN/TXM/ASSY/1920/ETP/01 Dt: 04.05.2019 issued by Bharat Heavy Electricals Limited BHOPAL in accordance with the terms and conditions there of.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Scope of work
2. Instructions to Tenderers
3. General Terms and Conditions
4. Special Conditions
5. Price Schedule

I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list.

EMD shall be refunded if our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification with in the stipulated time as may be indicated by BHEL BHOPAL.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature of the Tenderer
Address

PLACE
DATE :



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1.	Name & Address of the Bidder		
2.	Fax / Email Address		
3.	Phone No. (Office)		
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Bidder's proposal No. & date		
6.	Whether Tender fee submitted (By Cash / Bank Draft). Please give details.		
7.	Whether EMD submitted (By Cash / Bank Draft). Pl. give details.		
8.	Validity of offer / rates quoted for three months from the date of opening of tender	Yes / No	
9.	PAN No., Photocopy Enclosed	Yes / No (PAN No. -----)	
10.	PF Code No., Photocopy Enclosed	Yes / No	
11.	ESI Code No. , Photocopy Enclosed	Yes / No	
12.	Copy of GSTIN number, Photocopy Enclosed	Yes / No	
13.	Labour Licence No., Photocopy Enclosed	Yes / No	
14.	Attested copy of Power of Attorney	Yes / No	
15.	Copy of firm registration attached	Yes / No	
16.	Declaration sheet (In the format Annexure "C").	Yes / No	
17.	Whether signed copy of tender document submitted as per clause no. 9.	Yes / No	

Signature of the Bidder with seal



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ANNEXURE – “C”

DECLARATION SHEET

I / We, hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification No. TPTN/TXM/ASSY/1920/ETP/01 Dt: 04.05.2019 are true and complete to the best of my / our knowledge. I / We confirm that, I/we have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of this specification.

I / We, further certify that I / we am / are the duly authorised representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

I / We, hereby declare that I / we shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same.

Tenderer's Name & Address:

Name & signature of the bidder
(Seal)