

**INSTRUCTIONS TO TENDERERS**

BHEL, Government of India Undertaking, a Maharatna Company is the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy, viz., Power Generation and Transmission, Industry, Transportation, Renewable Energy, Defense, etc.

**Tender Notice:** Sealed tenders are invited from Contractors for the **“Repairing of HT Panel 1 No. at BHEL CFP Rudrapur”**.

**Tender Issue date from:** 25.04.2019 during factory hours.

**Last Date & time for submission of tender:** 16.05.2019 up to 14.00 hours

**Tender Opening:** The Technical Bid will be opened on **16.05.2019** at **14.30** hours at **the new building, Kichha Bypass Road, BHEL CFP Rudrapur** in the presence of the bidders who wish to be present.

**Type of tender:** The Tender shall be submitted in two parts viz.,

- (1) TECHNO- COMMERCIAL BID** (Part-A) and
- (2) PRICE BID** (Part-B).

After submission of offer / revised offer or acceptance of Company's counter offer, if any, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer/ revised offer/acceptance of counter offer, their EMD, will be liable to be forfeited and would invite penal action as deemed fit.

Further, any new/additional conditions put forth by the bidder(s) after submission of offer(s)/ acceptance of offers shall not be considered by the company. It may, however, be reviewed seriously by the Company and may invite penal action as deemed fit by the Company.

Any failure to reply to our query/offer, etc. without any reasons, whatsoever, after submission of offer(s) shall be treated as if the bidder is not interested in the tender and may lead to forfeiture of E.M.D. and other penal action as deemed fit by the company.

**Price Discrepancy:** Following shall be considered for evaluation and ordering for non-conformities/errors/discrepancies in price bid:

- a) 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 an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) 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.
- c) 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 (a) and (b) above.
- d) 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.
- e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore shall not be reimbursed.

Seal & Signature of Contractor

**For any clarifications, bidders may please contact the following address:**

- **Sri Sandeep S Budiya**  
Sr. Engineer – MM BHEL CFP, Rudrapur – 263153  
05944 257 205  
Email: [sbudiya@bhel.in](mailto:sbudiya@bhel.in)
- **Sri Shyam Sundar Pal**  
Dy. Manager – MNT  
BHEL CFP, Rudrapur – 263153  
05944 257 242  
Email: [sspal@bhel.in](mailto:sspal@bhel.in)

**FINANCIAL BIDS:**

Financial bid is to be submitted on the price bid envelope only.

Quotations other than in the prescribed formats will not be accepted under any circumstances.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification /modification if enclosed in this sealed cover (financial bid) will be totally ignored and such bids are liable to be rejected. Applicable taxes to be indicated separately.

**TECHNICAL BID:**

Bidder shall sign the Tender documents and affix company seal on all the pages containing sections and formats and submit all these documents in separate sealed cover clearly super scribed “**Repairing of HT Panel 1 No. at BHEL CFP Rudrapur**”. – TECHNICAL BID “.

**SUBMISSION OF BID:**

The sealed tender, is to be addressed to Sr. DGM/MM submitted in the BHEL CFP tender box kept in new building gate at BHEL- Component Fabrication Plant, Rudrapur-263153 on or **before 16.05.2019 at 14.00 hours**.

**The techno-commercial bids shall be opened on the same day at 14.30 hours.**

**If Offer submission through Mail: Kindly email to [tendercfp@rediffmail.com](mailto:tendercfp@rediffmail.com) only.**

**Two part bid: Offer shall be made in two parts as detailed below:**

**“Techno – commercial bid (Part - A bid) “placed in a sealed envelope super scribed with document ref no., due date & “Price bid (Part B bid)” placed in a separate sealed envelope super scribed with Document ref no., due date. Both the sealed envelope shall be placed in another sealed envelope super scribed with Document ref no. & due date.**

**Price Schedule part B to be duly filled in with sign and seal with a covering letter.**

**CORRECTIONS / MISTAKES:**

All corrections in the bid should be initialed along with company seal.

Any request from the Tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rates of their offer after opening of the tenders shall not be entertained.

Seal & Signature of Contractor

**Tender Reference no. OTE201811021 (Ref: B/160/8/1102J1 Dt.25.04.2019)**

Methodology to be followed in finalization of Tender:

- Only the technical Bid of those parties submitting their tenders before due date and time of submission shall be opened on the due date and time of opening.
- The offers shall be scrutinized and evaluated based on the qualifying parameters mentioned at PQR.
- The price bid of only those parties shall be opened who qualifies as per qualifying parameters after evaluation as mention above. Prior intimation will be sent to the qualifying parties regarding due date and time of price bid.

**The Tender shall stand summarily rejected on the following grounds:**

- Party not meeting tender qualifying norms.
- Fabricated / forged documents submitted by tenderer.

**ARBITRATION**

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or the respective rights and liabilities of the parties; or in relation to interpretation of any provision of the contract; or in any manner touching upon contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit/Region/Division issuing the contract.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provisions of the arbitration and conciliation act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore. The cost of arbitration shall be borne as per the award of the arbitrator.

**MISCELLANEOUS**

The contract or terms thereof entered into between BHEL and the Contractor shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the Contract. The bidders shall also be governed by the extant guidelines of BHEL regarding the banning, delisting & fraud policy.

The contractor shall also carry out and observe the provisions of the Workmen's Compensation Act and Shops and Establishments Act and all other relevant Acts of the center and the State and any rules made thereunder and also indemnify the Company against any liability that may be imposed on the Company for non-observance of any terms of the aforesaid Workmen's Compensation Act or Shops and Establishment Act or Dock's Labor Act or Child Labor Act or any other acts / rules / statutes in force.

The contractor shall provide particulars like GSTIN no. at the time of submitting offer.

The Management of BHEL shall have the right to with-hold Payment of, or make recoveries from claims due to them in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the Terms and Conditions of this arrangement or any payments necessitated due to infringement of any statutory obligations, by the Contractor.

Compliance with Labour Laws:- BHEL shall, on any report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the Power to deduct from the

Seal & Signature of Contractor

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Money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid.

Model Rules for Labour Welfare: -

The Contractor, at his own expense comply with or cause to be complied with Model Rules and Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of Health of the Labourers. In case, the contractor fails to make arrangements as aforesaid BHEL will be entitled to do so and recover the cost thereof from the Contractor.

The Contractor should take full care regarding safety aspects. In case of any Accidents / Injuries to the Contractor's Laborers within the premises of the Company (BHEL), the Contractor is solely responsible and no claims whatsoever on the Company (BHEL) is permissible.

Tender Committee decision is the final for evaluation and acceptance for techno- commercial Bid, taking into account information furnished by the tenderer, visit to the tenderers works, documents verification etc.

Party should give following declarations:

- a) We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Departments.
- b) We have gone through and understood the entire tender documents along with terms and conditions given in your above tender form and it is accepted and agreed by us.

The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.

Contractor shall maintain appropriate records of his employees deployed to carry out the job(s). Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.

The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipment by them inside the factory. BHEL may provide hand gloves & other safety protective appliances wherever required.

Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.

Seal & Signature of Contractor