

TENDER DOCUMENT

Tender Enquiry No. : TE- 436
For

“Cutting of Hollow & Solid Core Insulators”



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Fabrication Stamping and Insulator Plant, Jagdishpur
Amethi (UP) 227817



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING & INSULATOR PLANT, JAGDISHPUR -227817

DETAILS OF TENDER DOCUMENT

The detailed content of tender document are as follows:

Sl. No.	Description
1.0	Notice Inviting Tender (NIT)
2.0	Bid questionnaire (Annexure I)
2.a	Declaration by Bidder (Annexure –II)
3.0	Instructions to Bidder
4.0	Techno-commercial Bid Format (Annexure-III)
5.0	Pre-Qualifying Criteria (Annexure – IV)
6.0	Scope of work (Annexure- V)
7.0	Special conditions of contract (Annexure VI)
8.0	Technical conditions of contract (Annexure VII)
9.0	General conditions of contract
10.0	Declaration (Annexure VIII)
11.0	Price Bid Format

Online offers in two part bid system are invited from reputed & experienced bidders (meeting PRE-QUALIFICATION CRITERIA as mentioned in NIT) for the subject job by BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

The duly filled in Techno- commercial bid and Price bid are to be submitted online only on BHEL portal <https://bhel.abcprocure.com>.

Note:

1. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Conditions/ Specifications etc. will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications View Corrigendum) OR portal <https://bhel.abcprocure.com> and not in the newspapers.
2. Bidders to keep themselves updated with all such information, bidders are advised to check the said NIT regularly.
3. Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard COPY/ FAX/ TELEX/ ELECTRONICALLY/ EMAIL/ POST/ COURIER in place of e-tender, the same shall not be considered.
4. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
5. BHEL shall not be responsible for any delay in submission of bid due to any reason whatsoever. Timely Submission of bid is sole responsibility of bidder only.

I/We hereby accept above (signature & seal of bidder)



BHARAT HEAVY ELECTRICALS LIMITED

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1.0 NOTICE INVITING TENDER (NIT)

E-Tenders in Two Part Bid are hereby invited for the following work from established , reliable and financially sound bidders meeting our NIT requirements as per detail mentioned below:-

Sl. No.	Description	Detail
1	TENDER ENQUIRY NO. / DATE	TE- 436 Dt. 12/07/2019
2	BROAD SCOPE OF JOB	Cutting of Hollow & Solid Core Insulators
3	VALUE OF CONTRACT EXCLUDING TAX	Rs 33.48 Lakh
4	EMD (IN RS.) APPLICABLE (INCLUDING MSE BIDDER)	Rs 66962/- OR Rs.5 lakh one time EMD Only (Deposit detail given at GCC clause 9.5). Proof of submission should be uploaded along with the Techno-commercial Bid.
5	COST OF TENDER DOCUMENT (INCLUDING MSE BIDDER)	Rs 600/- (Rupees Six Hundred Only) The tender document must be downloaded from BHEL website and tender cost to be paid by the following forms: a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, IA Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from BHEL shall be enclosed with Techno-commercial offer. OR b. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) to be deposited along with the tender documents in the form of a Accounts payee Crossed demand draft favoring B.H.E.L., Drawn on Bank of Baroda, Payable at Industrial Area, Jagdishpur (Code- INDJAG) or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India, Payable at IGFCC Ltd. Branch, Industrial Area, Jagdishpur (code- 09072). Proof of payment of tender cost should be uploaded along with the Techno-commercial Bid.
6	ISSUE OF TENDER DOCUMENTS	From BHEL website (www.bhel.com) and https://bhel.abcprocure.com Tender documents will be available at website till due date of submission
7	DUE DATE & TIME OF OFFER SUBMISSION	Date : 22/07/2019, Time : 14:00 HRS Place : on https://bhel.abcprocure.com
8	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT	Date : 22/07/2019 , Time : 14:00 HRS
9	DATE OF OPENING OF TENDER	Date : 22/07/2019 , Time : 14:01 HRS

I/We hereby accept above (signature & seal of bidder)



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10	OPENING OF TENDER	At due date / time Date : 22/07/2019 , Time : 14:01 HRS Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of opening of tenders get extended to the next working day. Submission date will not be extended. (2) Bidder may depute representative to witness the opening of tender. However it being an e-tender it shall be opened online.
11	LAST DATE FOR SEEKING CLARIFICATION	Two days before bid submission due date. Along with soft version also, addressing to contact address given below:- 1. Name: Anil Kumar Kaushal Designation: Sr. Engineer Email: anilkumarkaushal@bhel.in Phone: 05361-267269 Mob: 9344082129 3. Name: Vijay Sharma Designation: Sr. Manager Email: vijay.sharma@bhel.in Phone: 05361-267208 Mob: 9450919140
12	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications à View Corrigendum) OR portal https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.
13	TENDER SUBMISSION	on portal https://bhel.abcprocure.com
14	DURATION OF CONTRACT	ONE (01) year from the date of award of contract.

Note:

1. Contract will be governed by all statutory requirements amended from time to time, information furnished by the bidder in the tender document & General terms and conditions of the contract of BHEL.
2. Tenders without EMD shall be rejected out rightly.
3. Being Works/ Service contract, MSE Benefit is not applicable.
4. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
5. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft / Banker cheque/BG etc. or the payment receipt should be uploaded in the E procurement portal. Hard copy of the demand draft/ Banker cheque/ BG etc. should reach BHEL FSIP JAGDISHPUR before the due date of techno-commercial bid opening. BHEL shall not be responsible for postal or any other delays in this regard.

I/We hereby accept above (signature & seal of bidder)



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION STAMPING & INSULATOR PLANT, JAGDISHPUR -227817

2.0 BID QUESTIONNAIRE (Annexure-I)

a) Name and address of the Firm:

b) Name and address of the **proprietor / Directors / Partners**:

c) Is any contract being operated under the control of the bidder in BHEL : **Yes / No**

(If yes furnish the details)

:

SL. No.	Name of Work	Location/ Address	Value	Date of Completion
1				
2				
3				
4				
5				
6				

d) Is any relative of bidder employed in BHEL
(If yes furnish the detail)

Yes / No

SL. No.	Name	Staff no	Relationship	Location / Area

e) All terms & conditions of NIT against **TE- 436** dated **12/07/2019** are acceptable to us.

(Please indicate clearly as **YES/NO**):_____

I/We hereby accept above (signature & seal of bidder)



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f) I have quoted the rates for all items unconditionally as indicated in the Price Bid.

(Please indicate clearly as YES/NO): _____

g) I fully understand that conditional rates are not acceptable to BHEL and such offer will be out rightly rejected.

h) I also fully understand that in case of non-acceptance of any terms and conditions of NTT, the offer will be liable for rejection.

i) Acceptance of general terms & conditions and Reverse Auction terms & conditions as provided on BHEL website.

(Please indicate clearly as YES/NO): _____

j) Acceptance for participation in RA :

(Please indicate clearly as YES/NO): _____

NOTE: - Offers are liable for rejection in case of non-acceptance any of the above.

I/We hereby accept above (signature & seal of bidder)



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2.a DECLARATION BY THE BIDDER (Annexure-II)

I, _____ Proprietor / Director / Partner
of M/s _____,
aged _____ Years, S/o _____,
Residing / Office 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 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 labours employed against this tender and arrange for police verification.
- (xii) I shall provide the name and address of person along with the duly attested signature, who will operate the contract on my behalf.
- (xiii) I shall not involve any of my relative, who is employed in BHEL and whose name is declared above, in operation / dealing of the contract.

I/We hereby accept above (signature & seal of bidder)



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3.0 INSTRUCTIONS TO BIDDER

3.1 TECHNO-COMMERCIAL BID and PRICE BID as per e-tender formats are invited from reputed & experienced bidders, through E-procurement portal <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. **No Hard copy bid/ bids through email/ fax shall be accepted.**

3.2 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only bidders meeting our PRE-QUALIFICATION & TECHNO-COMMERCIAL requirements will be considered for opening at a later date for which eligible vendors will be intimated in due course and date of opening of price bids shall be intimated to only such bidders only.

3.3 BHEL reserves the right not to consider offers of parties under HOLD.

3.4 PROCEDURE FOR SUBMISSION OF TENDERS:

Procedure for Submission of Tender is available in the "Bidder Manual for BHEL Bidders" at E-tender portal <https://bhel.abcprocure.com>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

a) Hardware and Software requirements for participating in e-tender:

1. Computer with good internet connection (Minimum 256 kbps).
2. Operating system should be Windows Vista / Windows 7 and above.
3. Web Browsers: IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51(32 bit/64 bit), Google chrome 20.0 to 41.0.
4. System Access with Administrator Rights
5. Digital Certificate : To participate in an e tender, you need to have a class II/III Digital Signature Certificate (DSC) for signing & Encryption (Required both digital signature certificate : Signing & Encryption) of bids issued by any of the valid Certifying Authorities (Approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

For detail please refer the website under the link: <https://bhel.abcprocure.com> of service provider M/S E procurement Technologies Ltd.

b) M/S E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- a) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- b) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- c) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- d) Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

Note:

- 1.) Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com - --tender OR portal <https://bhel.abcprocure.com> and not in the newspapers. Bidders to keep themselves updated with all such information.
- 2.) M/s E-Procurement Technologies Limited is also referred as ABC Procure or service provider, all these terms shall be same for understating of bidder.
- 3.) The user should complete all the processes and steps required for bid submission including vendor registration (if required). The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s. e-Procurement Technologies limited will not be responsible for incomplete bid submission by users.

I/We hereby accept above (signature & seal of bidder)



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Users may also note that the incomplete bids will not be saved by the system and are not available for the purchaser for processing.

- 4.) Before uploading scanned documents if any, the bidders shall sign and affix office seal on all the statement, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity.
 - 5.) Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote.
- 3.5 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the tender document and agreement. Before submitting the bids the bidder can visit the work place, obtain desired clarification to have clear understanding of scope of work and all terms and conditions of contract.

No claim or clarification will be provided after opening of bid and decision of BHEL FSIP on any matter arising due to non-understanding of any term by bidder will be final and binding to bidder. **No request of bidder shall be consider after opening of techno-commercial bid.**

3.6 PERIOD OF CONTRACT: The period of contract will be for 1 (one) year only. The contract may be extended further on the same rates, terms and conditions if mutually agreed upon.

3.7 For any further details required, tender issuing officer of BHEL FSIP, JAGDISHPUR 227817 may be contacted in person or through Telephone Nos. given.

3.8 PRICE BID

- a) The per piece rate for all items at Sl. No. 1 to 7 of Price bid format shall be quoted by bidder in its respective column. Rates quoted should be inclusive of profit margin and contingencies charges etc.
- b) The bidder should quote the rates against each item keeping in view of labour cost, tools, operational cost, maintenance cost, transportation cost, handling cost, profit margin and other contingencies charges etc.

ITEM RATE QUOTE GUIDELINES FOR CLARIFICATION OF BIDDER

- i. Profit margin should be inclusive in the rates quoted for items at Sl. No. 1 to 7 (i.e. Grand Total A).
- ii. For quote of value of piece rate:- Piece rate value up to two decimal place will be considered in online price bid format for calculation, value beyond the second place of decimal will not be considered for evaluation and all terms beyond second place of decimal will be ignored in calculation for overall L1.
- iii. Auto formula will automatically calculate total package value in absolute rupees.

3.9 EVALUATION OF PRICE BID:

Evaluation of the L1 (Lowest bid) offer shall be computed on overall basis (i.e. Grand Total "A" of price bid format).

For evaluation of L1 bidder value up to two decimal place will be consider for calculation, value beyond the second place of decimal will not be considered for evaluation and all terms beyond second place of decimal will be ignored in calculation for overall L1.

NOTE: - In the event of two or more bidders appear as L1 bidder the selection of the bidder will be on the basis of Lottery to be held in presence of representatives of L1 bidders.

I/We hereby accept above (signature & seal of bidder)



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3.10 **Distribution of Load Share:** Based on the number of bidders accepting the L-1 rates offered as per price bid evaluation criteria of this tender, BHEL may consider, to the extent possible, following percentage of work load amongst the bidders based on their rank i.e. L1 , L2, L3 etc. subjected to acceptance of L1 rate by other successful bidders. In case some bidders refuse the counter offer the offer shall be given to next eligible bidder ranking wise. Ratio of splitting will be as given below, order can be split among maximum 2 no of bidders as per requirement. If no bidder accepts the counter offer for L2 share, whole quantity order will be placed on L1 bidder.

No of Vendor	Percentage share of 1 st (L1) vendor	Percentage share of 2 nd (L2 etc.) vendor
1	100	0
2	60	40

3.11 DOCUMENTS COMPRISING THE E-TENDER

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. Technical Tender (Unpriced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned in NIT) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT.
- ii. Technical Bid (without indicating any prices).
- iii. Unpriced bid must be submitted with technical bid. In case price is indicated in the unpriced bid, the offered bid will be summarily rejected.

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.

Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

3.12 Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC). The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

3.13 Bidders are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

3.14 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

I/We hereby accept above (signature & seal of bidder)



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3.15 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

3.16 For any clarification on the tender document, the bidder may seek the same before scheduled date for seeking clarification, from the office of the official of BHEL, BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

3.17 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

3.18 The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

3.19 The bidder may have to produce original document for verification if so decided by BHEL.

3.20 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

3.21 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

3.22 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

I/We hereby accept above (signature & seal of bidder)



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4.0 TECHNO-COMMERCIAL BID FORMAT (Annexure –III)

Sl. No.	POINTS	Data to be filled by bidder	Copy of Certificate / Xerox Copy Scan
1	Name of the firm		Uploaded / Not Uploaded
2	PAN Number		Uploaded / Not Uploaded
3	GST Number		Uploaded / Not Uploaded
4	Audited financial statement/CA Certificate as per tender NIT		Uploaded / Not Uploaded
5	Experience Certificate (Along with necessary enclosures as per tender to be submitted)		Uploaded / Not Uploaded
6	Tender Document Cost		Uploaded / Not Uploaded
7	Earnest Money Deposit		Uploaded / Not Uploaded
7.a	Mode of Deposit (Details) D.D. Number & Date/EFT/etc.		Uploaded / Not Uploaded
7.b	Drawn on (Bank)/Transaction Details/ Mode of transaction		Uploaded / Not Uploaded
8	Declaration for acceptance to Validity of offer i.e. 90 Days from the date of tender Opening		Uploaded / Not Uploaded
9	Income Tax return last 3 yrs. As per NIT		Uploaded / Not Uploaded
10	Signed and stamped copies of Annexure		Uploaded / Not Uploaded
11	An undertaking on letter head that bidder		Uploaded / Not Uploaded
11.a	Bidder will comply with all statutory rules/regulations promulgated from time to time by Central govt./state govt. of UP and local area authority of IA, Jagdishpur		Uploaded / Not Uploaded
11.b	Not blacklisted / under hold from BHEL FSIP Jagdishpur or banned by any unit/region/office of BHEL.		Uploaded / Not Uploaded
11.c	Not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude		Uploaded / Not Uploaded
11.d	Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.		Uploaded / Not Uploaded
11.e	Acceptance to Reverse Auction (RA) as per BHEL norms.		Uploaded / Not Uploaded
11.f	Acceptance all Terms and Conditions of NIT		Uploaded / Not Uploaded
12	Un-Priced bid/ Blank Price Bid (Price bid format without prices)		Uploaded / Not Uploaded
13	Authorization for signing Tender Documents		Uploaded / Not Uploaded
14	Documents against Qualifying Requirements (To be uploaded with offer)		Uploaded / Not Uploaded
15	Signed and stamped copy of tender documents i.e. NIT (To be uploaded with offer)		Uploaded / Not Uploaded

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.

I/We hereby accept above (signature & seal of bidder)



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5.0 QUALIFYING CRITERIA (Annexure-IV)

Sl. No.	Description of Qualifying requirement
1	Experience of having successfully completed similar works (All types of cutting through Lathe Machine) during last 7 years ending 30.06.2019 should be any of the following:
1.a	Three completed/executed works each costing not less than the amount equal to Rs. 13.39 Lakh. OR
1.b	Two completed/executed works each costing not less than the amount equal to Rs. 16.74 Lakh. OR
1.c	One completed/executed work costing not less than the amount equal to Rs. 26.78 Lakh.
2	Copies of order & completion certificate for work completed before the due date of tender opening will be considered. Equivalent document from the executing authority shall be enclosed along with Techno-commercial bid. In case of experience in other than BHEL/PSU/Govt. Agencies, copy of duly signed TDS certificate (Downloaded from TRACES) from the principal/awarding agency shall be furnished.
3	Average Annual Financial turnover during the last 3 years, ending 31st March 2019 should be at least Rs. 10.04 Lakh. Audited balance sheet and Profit & loss account shall be submitted for last 3 years i.e. F.Y. 2016-17, 2017-18 & 2018-19. (If audited balance sheets are not available, provisional turnover certificate issued by practicing Chartered Accountant will be considered.)

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

I/We hereby accept above (signature & seal of bidder)



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6.0 SCOPE OF WORK (Annexure –V)

S.No.	Cutting of Hollow & Solid Core Insulators
S.No.	Brief Description of Work
1	Loading/ Unloading of Shells to vehicles from shop floor/wooden frame/Rack as per instruction given by Area In-charge
2	The rejected & damaged insulators during cutting and grinding operation to be returned back to BHEL-FSIP and to be disposed at designated area.
3	Scrap generated during cutting & grinding operation to be return back to BHEL-FSIP and to be disposed at designated area.
4	Stacking of shells within factory premises on shop floor / wooden pallet/Rack as per instruction given by area In-charge.
5	Cutting/grinding of all type of shell as per the instruction from BHEL FSIP.
6	Transportation of shells from BHEL to cutting workshop or vice versa is in the scope of contractor/Vendor.
7	Any work related to new product as per area/shift in-charge instruction to be done (if required).

I/We hereby accept above (signature & seal of bidder)



7.0 SPECIAL CONDITIONS OF CONTRACT (ANNEXURE-VI)

- 7.1 BHEL reserves the right to reject any bid/all bids, which is Techno-commercially unacceptable and unworkable. BHEL reserves the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL. The opinion / decision of BHEL regarding the bid shall be final and conclusive.
- 7.2 The company has no obligation to accept the lowest tender and have right to re-float the tender, if L1 price is not the acceptable price to BHEL inter-alia other reasons. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged but an efforts to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 7.3 BHEL reserves the right to award the contract to one or more bidders simultaneously as deemed fit at the initial stage or during the contract period at the L1 price to BHEL. BHEL reserves the right to negotiate the L1 rate.
- 7.4 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 7.5 BHEL can reduce/increase quantum of work without assigning any reasons thereof. Quantity given in BOQ are tentative and can increase or decrease as per requirement of BHEL FSIP. In case of quantity variation, BHEL will not be liable for any claim arising thereof.
- 7.6 PRICE VARIATION CLAUSE:
PVC will not be applicable for this contract.

Contractor are advised to take care of these factor while quoting price bid. Rates once quoted by bidder will not change during the course of tender period.

- 7.7 VALIDITY OF RATES - The rates quoted should be valid for 90 days initially from the date of due date of the tender techno-commercial bid opening.
- 7.8 REVERSE AUCTION

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in no consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ bidders (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite

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action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ bidders (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid.

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.

Reverse Auction Process: Reverse auction process is deemed to have been started upon receipt of ‘Online Sealed Bids’ from the bidders within the prescribed time frame as per Business Rules (which will be provided to techno-commercial successful bidders only). After receipt of ‘online sealed bids’, start price & bid decrement will be decided by BHEL and the same shall be communicated to the bidders through service provider (agency conducting RA), to start the bidding process.

Only those bidders who have submitted the ‘online sealed bid’ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process.

7.9 TERMS OF PAYMENT

7.9.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Bidder. The bidder shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL Executive. Each bill must be enclosed with work/ activity completion report duly signed by bidder & and BHEL representative (s).

7.9.2 All payments shall be released through electronic-pay mode only.

7.9.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard. All statutory deduction as applicable, will be deducted from bills. Bidder shall inform his PAN to BHEL.

7.9.4 GST, as applicable, shall be paid, as per Govt. rules, to the bidder against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate. The Bidder shall be required to deposit GST as applicable, before due date as per Act, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same.

7.9.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST- Amendments etc.). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST- Amendments etc.).

7.9.6 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

7.9.7 Bidder shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.

7.9.8 Normally, payment shall be made within 45 days of receipt of bill at BHEL.

7.9.9 BHEL Management shall have a right to deduct any sum from the bill of the bidder for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.

7.9.10 BHEL shall be entitled to recover any payment made on behalf of the bidder under any law or otherwise.

7.9.11 The bidder shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

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8.0 TECHNICAL CONDITIONS OF CONTRACT (Annexure-VII)

- i. Work will be carried out on instructions of Executive of production department as per instruction/details provided by them.
- ii. The work is to be completed to full satisfaction of respective area in-charge.
- iii. The routine inspection and acceptance of material shall be done by quality department at BHEL.
- iv. The insulators rejected & damaged during cutting and grinding operation to be return back to BHEL-FSIP and to be disposed at designated area by contractor.
- v. Appropriate care has to be taken while transporting the insulator to avoid transit damages/losses.
- vi. The terms, where defects attributed to vendors transporting and grinding process are noticed will be treated as rejections attributed to vendor i.e. vender defect. The details sheet of potential defects and their acceptance norms can be obtained from New Product section, if required.
- vii. The detail of shell cost can be obtained from Finance/Costing Section, if required. The following will be criteria for deduction of cutting cost & shell cost in case of rejection:-

BUS SUPPORT, ROOF INSULATORS, HOLLOW BUSHING, SOLID CORE AND OTHER SIMILAR ITEMS.

- A. Up to 2% rejection per lot - No cutting cost, No shell cost will be deducted from the bill.
- B. 2% to 5% rejection per lot - Cutting cost will be deducted, No shell cost will be deducted.
- C. More than 5% rejection per lot – Shell and cutting cost, both will be deducted.
- viii. If vendor notices any problem in specific lot during cutting which may result in damage of more than stipulated percentage. He must stop the cutting and shall inform to BHEL immediately and BHEL will act accordingly.
- ix. Diamond Cutting wheels are to be provided by BHEL after approx. 150 Nos shell cutting.
(Used/rejected cutting wheels to be return back to BHEL) All the required items (wooden frame, rope etc.) for shifting of shells from BHEL to contractor workshop should be arranged by contractor himself.
- xi. Shell Cost of damaged shell during transportation will be beared by contractor. No cutting cost payment will be done by BHEL (In case of shells are damaged after cutting.)



9.0 GENERAL CONDITIONS OF CONTRACT

9.1 General

9.1.1 In case the bidder 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.

9.1.2 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, FSIP reserves the right to reject such tender at any stage.

9.2 SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto:-

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) In case of an Individual, full name, address, place & nature of business and license relating to.
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- e) BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.
- f) Bidder shall sign all pages of tender document with seal and date. In case bidder download document from BHEL website no signing of document will be done by BHEL authority and submitting authentic and countersigned copy of tender is responsibility of bidder.
- g) The bidder shall accept all the terms and conditions of the tender. Each page should be duly signed by the bidder as a token of acceptance.
- h) All entries in the e-tender should be filled. All the columns in the tender form should be filled without leaving any column blank. In case any of the columns are left blank, the tender may liable to be rejected.

9.3 **OFFICIAL SECRET ACT:** The bidder shall give an undertaking (if applicable) under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The bidder shall return all the drawings/documents given to them.

9.4 **MODE OF COMMUNICATIONS:** Generally, all communications, references etc. shall be delivered through E-Mail/ Internet/Registered Post/web portals or can be given to the authorized supervisor. It will be undertaken that the bidder 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. Bidder shall communicate their change of authorized supervisor, email address in advance. Any communication required to be sent to the bidder in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL FSIP for the purposes.

9.5 EARNEST MONEY DEPOSIT (EMD)

9.5.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through.

The EMD may be accepted only in the following forms:

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- a. Electronic Fund Transfer credited in BHEL account (**before tender opening**). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, IA Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with Techno-commercial offer. Proof of EMD deposit should be send by email to given contact person.
- b. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (**along with offer**) EMD to be deposited along with the tender documents in the form of a Accounts payee Crossed demand draft favoring B.H.E.L., Drawn on Bank of Baroda, Payable at Industrial Area, Jagdishpur (Code- INDJAG) or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India, Payable at IGFC Ltd. Branch, Industrial Area, Jagdishpur (code- 09072).
- c. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- d. In addition to above, the EMD amount in excess of Rs. 2.0 (Two) lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- e. The EMD shall not carry any interest.

9.5.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

9.5.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b. The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

9.5.4 EMD instructions:

- a) EMD amount as indicated in NIT is to be submitted by the bidders. If the bidder wishes to participate in more than one tender, one time EMD option may be opted by the bidders.
- b) The one time EMD amount is **Rs. 5.00 Lakhs**. For Deposit of one time EMD contact Sr. DGM (MM).
- c) The one time EMD will be valid for all the tenders floated by BHEL – FSIP, Jagdishpur during the period of one year from date of deposit of One Time EMD. After One Year validity One Time EMD need to be extended.
- d) One time EMD will not be adjusted against Security Deposit.
- e) One time EMD will be refunded only after the finalization of all tenders participated by the bidder.
- f) The copy of the onetime EMD deposit receipt is to be submitted with the bid.
- g) Tenders without EMD shall be rejected out rightly.

9.6 SECURITY DEPOSIT

- 9.6.1 Security Deposit means the security provided by the Bidder towards fulfilment of any obligations in terms of the provisions of the contract.

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9.6.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I.A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL)
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)

9.6.3 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Bidder till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payments due to the Bidder.

The recoveries made from running bills (deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

Security Deposit shall be released to the Bidder upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

9.6.4 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the bidder carrying out all obligations and operations as required under the contract.

9.6.5 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the bidder for losses suffered by BHEL due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the bidder and shall not be called into question.

9.6.6 Whenever any sum of money is found to be recoverable from the bidder, the same will be deducted from any sum that may due or which at any time there after becomes due to the bidder under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the bidder shall pay the same or the balance thereof from the security deposit. The bidder shall immediately thereafter

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pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

9.6.7 Security deposit money of bidder will be refunded only after successful completion of the contract. In case any dues are claimed by the statutory Authorities related to contract, the same shall be recovered/ borne/ settled by bidder.

9.7 FAILURE TO COMPLY WITH CONTRACT/ TERMINATION OF CONTRACT

9.7.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder. In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from bidder's end, the cost of its repairs or replacement will be recovered from the bidder. If there is any stoppage of production in any area of the plant due to the fault of the bidder, the bidder is liable to compensate the same.

9.7.2 In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Bidder.

9.7.3 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the bidder shall continue to operate that part of contract which has not been terminated.

9.7.4 The bidder shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.

9.7.5 In case the bidder makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL FSIP, be liable to be canceled / terminated in part or in whole. In the event of cancellation / termination of contract, the bidder shall be liable, to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other bidder or department as may be convenient to BHEL, in accordance with the exigencies of the work.

9.7.6 Officer In-charge shall have the right to stop the work at any stage due to any of the reason arising due to non-execution of work or violating any clause of contract terms and conditions, at any time by giving the bidder the seven days' notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the bidder. When the payment is made to the bidder based on such measurement, whether or not the bidder or his agent was present at the time of measurement, he shall have no further claim against BHEL.

9.7.7 Officer In-charge shall have the right to terminate the contract, forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies at bidder's risk & cost in addition to liquidated damages in the event of Bidder's continued poor performance, withdrawal from or abandonment of the work before completion of the work after giving a show cause with notice period of 15 days.

9.8 LAWS GOVERNING THE CONTRACT

9.8.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

9.8.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

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9.8.3 The decision of BHEL regarding interpretation of any terms and conditions set forth in tender document and the agreement shall be final and binding on the bidder.

9.8.4 Sub-contracting: The bidder shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company

9.9 SETTLEMENT OF DISPUTES

i) Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the concern BHEL official subject to a written appeal by the bidder to the concern BHEL official, whose decision shall be final to the parties hereto.

ii) Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

iii) If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

9.10 LEGAL JURISDICTION

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at JAGDISHPUR, where BHEL-FSIP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-FSIP is situated and no other court shall have the jurisdiction.

9.11 ARBITRATION AND CONCILIATION

(i) 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, bench, 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 the Contract, then, either Party may, by giving a notice within 15 days in writing to the other Party may refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

(ii) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties to the disputes.

(iii) Subject as aforesaid, the provision of Arbitration and Conciliation Act 1966 (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 arbitrator shall be BHEL FSIP Jagdishpur.

(iv) The cost of arbitration shall be borne as per the award of the Arbitrator.

(v) Subjected to the arbitration in terms of Clause given above, the Courts at Jagdishpur/Sultanpur (Principal Civil Court having ordinary original civil jurisdiction to decide question forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

(vi) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner expect where the Contract has been terminated by either Party in terms of this Contract.

(vii) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provision of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprise to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1966 shall not be applicable to arbitration under this clause. The award of the arbitration shall be binding upon the Parties to the dispute, providing, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference

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the dispute shall be decided by the Law Secretary or the Special secretary or Additional Secretary when so authorised by the Law Secretary, whose decision shall bid the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

9.12 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider / Bidder fails to provide the required services as per the Contract on time / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Bidder being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Bidder (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Bidder's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Bidder (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Bidder (Service Provider) and the Seller/Bidder (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Bidder (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Bidder (Service Provider) shall on no account be entitled to any gain on such repurchases.

9.13 TERMINATION OF CONTRACT ON DEATH OF BIDDER

In case of death of contractor bidder (in case of sole proprietorship concern) the contract stands cancel and the competent authority on behalf of the BHEL reserve right to get the balance work done by other agencies as per decision of BHEL without prejudice to any of the rights or remedies under the contract. BHEL shall have the right of terminating the contract without compensation to the bidder.

9.14 SAFETY AND OCCUPATIONAL HEALTH

i. The bidder has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The bidder shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time. The bidder shall be responsible for safety of his laborers while they are engaged for work connected with BHEL FSIP contract.

ii. The bidder has to properly educate their workmen in safe working practices in consultation with the officer-in-charge and ensure safe working condition.

9.15 FORCE MAJEURE

Notwithstanding anything contained in this Contract, neither the Bidder and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Suppler or BHEL has no control.

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9.16 FRAUD PREVENTION POLICY

The Bidder along with its associate/ collaborators/ sub-bidders/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

9.17 SUSPENSION OF BUSINESS DEALINGS WITH BHEL

The guidelines for suspension of business dealings are available on www.bhel.com and will be guiding criteria in case of any misconduct/default/use of illegal means etc. is resorted by vendor/bidder. The details of different type of default/misconducts are available in guidelines.

9.18 PENALTY FOR DELAYED PERFORMANCE

For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value. Cost of rejection/rework, as appropriate shall be recovered from bidder as compensation for defective job done.

9.19 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTIGRITY PACT

The Bidder will have to indemnify BHEL against:

- (a) All claims for death, injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- (b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- (d) The Bidder will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- (e) The Bidder will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Bidder, their workmen servants or agents.
- (f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Bidder to the company together with the costs incurred by the company on any legal proceedings pertaining there to.
- (g) The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- (h) In case of contract estimate is equal to or more that Rs. 5 Crore, Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.
- (i) That BHEL-FSIP Jagdishpur will not, in any manner be responsible for any act, omission or commission of the workers engaged by bidder and no claim in this respect will lie against BHEL-FSIP Jagdishpur. If any such claim is made against BHEL-FSIP Jagdishpur by any worker or his heirs engaged/employed by the bidder, which BHEL-IP Jagdishpur is obliged to discharge by virtue of any statue or any provision of law and rules due to mere fact of the workers of the bidder working at BHEL- FSIP Jagdishpur premises or otherwise, the bidder will be liable to indemnify/reimburse BHEL-FSIP Jagdishpur all the money paid in addition to the expenses incurred by him. The bidder must indemnify and keep indemnified BHEL- FSIP Jagdishpur against all losses and claims for

I/We hereby accept above (signature & seal of bidder)



BHARAT HEAVY ELECTRICALS LIMITED

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injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

9.20 CONTRACT AGREEMENT: The successful bidder has to sign and submit a contract agreement on a non-judicial stamp paper of Rs.100/- at his own cost within stipulated time as acceptance of rates, terms and conditions of the contract.

Bidder must submit signed and stamped copy of these terms & conditions along with the techno-commercial bid as token of acceptance.

I/We hereby accept above (signature & seal of bidder)



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10.0 DECLARATION SHEET (ANNEXURE – VIII)

(To be made on Bidder's letter head)

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge.

I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder 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 I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

This is to certify that our firm is not blacklisted / under hold from BHEL FSIP Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

I declare that, there was never / is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

Date:

Name & Signature of the bidder

(Seal)

I/We hereby accept above (signature & seal of bidder)



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11. BLANK PRICE BID FORMAT

Tender Enquiry No.: TE- 436 Dt. 12/07/2019

Sl. No.	Item Description	Unit	Quantity	Rate inclusive of profit margin (in Rs.)	Total Amount (in Rs.)
	(a)	(b)	(c)	(d)	(e = c*d)
1	Cutting of 33/36KV (New Top, Bottom, Bhopal, Megawin, Mehru, DIN type(311,214,379, Code etc.))Bushing & equivalent.	Nos.	10100	To be filled by bidder online	System generated
2	Cutting of 11/12 kv (339 Code etc.) Bushing & equivalent	Nos.	16000	To be filled by bidder online	System generated
3	Both side cutting of bus support (051,053,041 code & equivalent.	Nos.	50	To be filled by bidder online	System generated
4	Single side cutting of bus support (055,060,009,031,020,056,069 code & equivalent)	Nos.	50	To be filled by bidder online	System generated
5	Cutting of top piece of all DIN type hollow bushing and all similar items(17.5/36/52 KV Din type)	Nos.	2600	To be filled by bidder online	System generated
6	Cutting of 17.5/36/52/66 /72.5 KV hollow bushing (DIN type or simple & equivalent (352,357,224,225 Code etc.)	Nos.	2600	To be filled by bidder online	System generated
7	Cutting of solid core insulators (9 tonne, stay arm, bracket, sectioning, roof line,36 kv etc.) & equivalent.	Nos.	4800	To be filled by bidder online	System generated
				Grand Total A	System generated

Signature & Address of the bidder

Note: Bidder should not offer Rate in Blank Price Bid Format. Incase bidder submit Rate in Blank Price bid the bid will be rejected out rightly.

I/We hereby accept above (signature & seal of bidder)