

## Techno-commercial Scope of Supply and Work

**Name of Work:** RECONDITIONING OF THE SPINDLE (DIA. 220MM) OF HORIZONTAL BORING MACHINE, PLAN NO. - 1-001, BL-3, MODEL - 2B660

### **Objective:**

Due to distorted shape of spindle outer surface, ovality has been generated in supporting nitride bushes which provides the guiding and control the spindle run out. Along with Accuracy restoration of spindle outer surface, nitride bushes are to be replaced with new ones in inner surface of sleeve. Spindle taper, which is used for holding of tools, is also to be restored.

### **Specification of spindle-**

Dia. Of Spindle - 220 mm

Length of Spindle- 4490 mm, Longitudinal traverse of Spindle – 1800 mm

Spindle taper – Metric 140 GOST-2701-44

Nitride Bush- It is in two parts whose sizes are - ID X OD x Length - 220mm x235 mm X 950 mm & 220mm X 235mm x 300mm

Max. Rpm of spindle - 1000 rpm.

S.NO	Description	Remark
<b>1.0</b>	<b>Scope of supply &amp; work-</b>	
1.1	Dismantling of nitride bushes from the spindle sleeve.	
1.2	Thorough cleaning of the complete spindle inner & outer surface.	
1.3	Visual inspection of all the spindle parts, wear & tear for external damages and bearing mounting surfaces. Spindle is to be checked for size, run out, alignment and parallelism. After precise measurements, a written report of outcome is to be generated to decide the extent of machining/grinding/polishing at outer surface of spindle.	
1.4	After visual inspection & measurement of spindle run out following machining process shall have to follow- I. Key-fixing II. Turning III. Grinding IV. Hard chrome plating	

	V. Spindle taper restoration VI. Finish Grinding	
1.5	Cleaning through compressed Air and checking of all lubrication holes.	
1.6	Dimensional and geometric check of all bearing support journals.	
1.7	Measurement of radial and axial run out of spindle nose after spindle taper restoration.	
1.8	Measurement (length, Inner dia. outer dia.) is to be taken for bush (Material EN41B) after getting the desired run-out of the spindle outer surface & spindle inner taper surface.	
1.9	Supply of bushes of EN41B material, Nitriding of bushes and insertion of both the bushes inside the inner sleeve is to be done in such a way that maximum gap between spindle and bush shall not exceed 0.01mm.	
1.10	<b>Note: Vendor may offer an alternative method of Spindle reconditioning through which he has performed repair of similar type of works of machine tool or equipment satisfactorily.</b> However, the same should be offered and explained in stepwise details.	
<b>2.0</b>	<b>Pre-dispatch inspection</b>	
2.1	Pre-dispatch inspection of the spindle unit will be carried out by BHEL representatives at the vendor's works after reconditioning to verify uniformity of spindle diameter, finishing of spindle outer surface, Nitride bushes dimension and Gap between Nitride bushes and Spindle OD after assembly of Sleeve and Spindle. Vendor will have to inform to BHEL, 7 days in advance for PDI.	
2.2	Expenses of Boarding & lodging and travel of BHEL personnel during PDI shall be borne by BHEL.	
<b>3.0</b>	<b>Indemnity Bond-</b> Vendor shall have to submit the indemnity bond of a value of Rs. 10 lakhs against the shifting of the spindle unit outside the BHEL premises.	
<b>4.0</b>	<b>Transportation &amp; Transit Insurance :</b>	
4.1	During shifting of spindle from BHEL Hardwar to Vendor's works and after reconditioning transportation of the spindle unit back from vendor's works to BHEL Hardwar transportation shall be in vendor's scope.	
4.2	Transit insurance will be arranged by BHEL Hardwar during transportation in either way.	
<b>5.</b>	<b>Time-Schedule :</b>	
5.2	Maximum 45 days from the date of receipt of spindle unit at vendor's works to the date of dispatch of the spindle unit to BHEL, Haridwar.	
5.3	Vendor shall intimate the date of receipt of the spindle unit at their works within two days to BHEL, Hardwar.	
<b>6.0</b>	<b>TERMS OF PAYMENT</b> shall be as under:-	
6.1	Seventy percent (70%) of the contract value shall be paid after the completion of the reconditioning work and receipt of the reconditioned spindle at BHEL Hardwar. Sales tax will be paid against Form 'C'.	
6.2	Thirty percent (30%) of the contract value shall be paid after post commissioning successful running of the spindle with the machine.	
6.3	All the payments shall be made through e-payment after submission of following documents along with first bill.	

6.4	E-payment form duly filled (Form will be provided by BHEL)	
6.5	Income tax exemption letter( if applicable)	
6.6	Excise duty & CST/VAT will be paid on material cost and service tax will be paid on commissioning charges at actuals. Related original documents to be submitted for availing MODVAT credit by BHEL.	
6.7	Timely submission of CENVATABLE invoices along with necessary documents to enable availing of CENVAT (Excise duty, Service Tax & VAT) credit by BHEL. <b>Note: Wherever CENVAT credit cannot be availed within given time limit due to delay in submission of invoices or for any other reasons attributed to vendor, loss of such CENVAT credit will be recovered from such vendor.</b>	
<b>7.0</b>	<b>EARNEST MONEY DEPOSIT-</b>	
7.1	Vendor will have to submit the EMD of Rs. 9100/-.	
7.2	The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)	
7.3	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.	
7.4	EMD shall not carry any interest.	
7.5	EMD of successful tenderer will be retained as part of Security Deposit.	
<b>8.0</b>	<b>SECURITY DEPOSIT:</b> The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.	
8.1	Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/Pay Order/ Demand-Draft/ Electronic Fund Transfer in favour of BHEL. iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).	
8.2	Security Deposit shall be refunded to the vendor as follows:- 100% of the Security Deposit amount shall be refunded to the vendor after successful completion of the project.	

<b>9.0</b>	<b>LATE DELIVERY:</b>	
9.1	LD @ 1% of the contract value per week maximum up to 10% of the contract value shall be deducted from the amount payable to the vendor if the completion of the repair work on the machine is delayed beyond the scheduled date. The time period from date of invitation from vendor to the date of arrival of BHEL team for PDI at vendor's works in excess of 7 days or due to any other reason attributed to BHEL will be excluded from delay period for calculating LD.	
9.2	The delay attributable to vendor shall only be considered for deduction of LD.	
<b>10.0</b>	<b>COMPLETION AND ACCEPTANCE CRITERIA:</b>	
10.1	After assembly of Reconditioned spindle, following geometrical tests shall be carried out in presence of vendor for acceptance and commissioning of spindle - 1. Linearity of the travel of spindle- 0.05mm for 1100 mm. 2. Radial Run out of spindle outer surface -0.04mm at l= 600 mm 3. Radial Run out of the spindle with mandrel- at spindle end=0.03mm & At 300 mm= 0.04 mm	
10.2	Vendor shall depute its personnel for the verification of acceptance geometrical tests within 10 days of intimation by BHEL.	
<b>12.0</b>	<b>Warranty-</b> Vendor will have to provide a warranty period for duration of 12 months from the date of successful commissioning & hand over of machine. Vendor will have to submit the Performance guaranty of 10 % contract value valid upto guarantee period. In case of non-submission of performance guarantee 10% amount of contract value will be held by BHEL upto completion of warranty period and released after completion of guarantee period.	
<b>13.0</b>	<b>Risk Purchase Clause :</b> In case of delays in supplies / defective supplies or non-fulfillment of any other terms & conditions given in the work order the purchaser may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. If the Vendor does not agree to above clause, his offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
<b>14.0</b>	<b>Packing:</b> Vendor shall arrange for adequate protection and packing of the consignment so as to avoid loss and damage during transit and also take appropriate measures to prevent metal parts from rusting and corrosion during transit.	
<b>15.0</b>	<b>GENERAL CONDITIONS :</b>	
15.1	A point wise compliance statement shall be submitted by the party with reference to the above scope of supply against each clause/ sub-clause with relevant details & comments. Non-compliance to any of the clauses can lead to dis-qualification of the offer.	
15.2	The Vendor is advised to inspect the spindle unit before submitting the bid to ascertain all the relevant details required for successful completion of the work.	

<b>16.0</b>	<b>Pre - Qualification Requirement (PQR) conditions:</b>	
16.1	Average Annual financial turnover during the last 3 years, ending 31st March 2016, should be at least 1.5 lakhs. Balance Sheet/ ITR shall be submitted by the vendor for the same.	
16.2	Experience of having successfully completed similar works should be either of the following : 1. Three similar completed projects with each project costing not less than 1.82 lakhs. <b>OR</b> 2. Two similar completed projects with each project costing not less than 2.28 lakhs. <b>OR</b> 3. One similar completed projects with each project costing not less than 3.64 lakhs.	
16.3	Definition of Similar work: <u>Manufacturing &amp; Supply of new spindle/ Grinding &amp; Reconditioning of old Spindle, of Horz. Boring machine or Reconditioning of Horz. Boring machine including Grinding &amp; Reconditioning of Spindle</u> in past Seven years (on the date of opening of tender). <b>In referred works minimum spindle dia. and length should be 100 mm and 2500mm respectively.</b>	
16.4	Name, designation, Phone, FAX no. and e-mail address of the contact person of the customer shall be submitted by the vendor.	
16.5	P.O. /W.O. copies and Handing over MOM/ Final MOM/ Completion certificate shall be provided by the Vendor from the customer regarding satisfactory completion of the work. <b>Note: BHEL may verify information submitted by vendor.</b>	

## Annexure-B (General Terms & Conditions)

### 1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-Incharge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" SE/ Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER INCHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Sr.Manager/ Manager/ Dy.Manager or person deputed by them for the particular purpose.

"Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer,

Sr.Manager or Sr.Engineer or Executive authorized to invite tenders and enter into contract for works on behalf of the Company.  
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM** " means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer -Incharge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK** " means any urgent measures which in the opinion of the Engineer Incharge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lumpsum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

## 2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:  
The EMD may be accepted only in the following forms:
  - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ` 20 Lakh, the amount in excess of ` 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) 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.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.

### **3. Security Deposit**

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:  
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - i) Cash (as permissible under the extant Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) Refund of Security Deposit**  
100% of the Security Deposit amount shall be refunded to the vendor after successful completion of the project.

#### 4. Performance Bank Guarantee

Vendor shall be required to submit a Performance Bank Guarantee (PBG) for 10% of the total work order/ contract value which shall be valid for a period of 12 months from the date of final acceptance of the machine.

The PBG shall be submitted on a non-judicial stamp paper of value not less than Rs. 100/- issued by any one of the nationalized banks.

#### 5. Payment Terms

As per tender terms

**Note:**

1. All the payments shall be made through e-payment after submission of following documents along with first bill
  - E-payment form duly filled (Form will be provided by BHEL)
  - Income tax exemption letter ( if applicable)
2. Excise duty & CST/VAT will be paid on material cost and service tax will be paid on commissioning charges at actuals. Related original documents to be submitted for availing MODVAT credit by BHEL.
3. *Service tax shall be made on actual basis after submission of Service Tax challan with service tax registration in proper category.*
4. *As per latest CENVAT credit rules, time restriction has been imposed on availment of CENVAT credit on input and input services. Wherever CENVAT credit could not be availed within given time limit due to delay in submission of invoices or for any other reason attributable to vendors, loss of such CENVAT credit will be recovered from such vendors.*

#### 6. Commercial Terms

- Prices shall be quoted on “Firm Price” basis only. The prices should be on F.O.R BHEL, Haridwar basis inclusive of Packing & Forwarding, transit insurance & Transportation charges. Applicable % of ED & Sales Tax, Installation/ Commissioning Charges & Service Tax should be clearly indicated in attached Price bid format as per “Annexure B”.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.
- Freight & transit insurance charges from dispatching station to BHEL, Haridwar shall be borne by the party.
- Material if involved will be dispatched to **Central Plant Stores, HEPP, BHEL, Haridwar** with instructions to forward the same to Engineer Incharge as per NIT.

#### 7. Late Delivery Penalty

As per tender terms

## **8. Special Conditions for MSME:**

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

## **9. Packing**

Supplier shall arrange for adequate protection and packing of the consignment so as to avoid loss and damage during transit and also take appropriate measures to prevent metal parts from rusting and corrosion during transit. Handling instructions shall be clearly printed /painted on the packages. Each package should carry a detailed packing slip.

Supplier shall be responsible for any loss/damage during transit due to defective/inadequate Packing

## **10. Arbitration**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer In charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

## **11. Risk Purchase Clause**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

## **12. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## **13. Suspension of Business Dealings with Suppliers/Contractors**

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

## **14. Adoption of Integrity Pact**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

## **15. Damage & Loss to Private Property & Injury to Contract Employee**

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

## **16. Reverse Auction**

BHEL Reserves right to go for reverse auction (RA). In case of RA, terms & conditions for covering RA shall be intimated to the techno-commercially accepted bidders without opening of price bid.

## **Annexure -C (General Instructions to the vendor)**

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

### **1.0 Quoting & Signing the Tender**

**1.1** Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

**1.2** While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. Tax during the operation of the Contract period from the date of commencement of work as directed by BHEL.

**1.3** While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

**1.4** All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.

**1.5** Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.

**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; and

**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.

**1.6** The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.

**1.7** Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.

**1.8** Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account)

**1.9** Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE **LIABLE TO BE REJECTED**

**1.10** If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, **BHEL WILL REJECT SUCH TENDER AT ANY STAGE.**

**1.11** Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

**1.12** Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.

**1.13** Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

**1.14** The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

**1.15** Fax/ E-Mail/ Internet/ EDI offers received in time shall be considered only when such offers are complete in all respects. Suitable security measures, as applicable, shall also be taken. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening.

**1.16** Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**1.17** In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

**1.18** Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed

**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO- COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**

**1.19** All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.

**1.20** The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”

**1.21** Tender Fees & EMD or Proof related to exemption as required as per Terms 7 Conditions of Tender shall be kept in Techno-commercial bid envelope.

## **2.0 Signing the Tender**

2.1 The Tender shall be signed by the Authorized Signatory Only. 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

2.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

2.3 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

2.4 A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

2.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

## **3.0 Date / Time for opening of Tender**

3.1 Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEPP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.

3.2 The Techno Commercial bids only will be opened in case of two part bid.

3.3 In case of two part bid ,The Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

## **4.0 Witnessing the Tender opening**

4.1 The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

4.2 Only one representative from one bidder will be allowed to participate in the Tender opening.

## **5.0 Quoting**

5.1 Quoting best rate and the sanctity of the L1 status.

5.2 Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

## **6.0 Participation**

**6.1** The Parties who have been suspended or black listed ~~or issued with “Show Cause Notice”~~ by BHEL HEPP, Haridwar or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

## **6.0 Validity of Offers:**

**7.1** The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

## **8.0 Address for sending the offer:**

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

*In charge, Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEPP, Haridwar-249403 (Uttarakhand).*