

These Sections shall form the part of the tender document.**GENERAL INSTRUCTIONS AND INFORMATION FOR TENDERER****1.0: GENERAL INSTRUCTION**

- 1.1 **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 1.2. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

2.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- 2.1 Bidders may please refer Cl no. 02 & 03 of the Notice inviting tender.
- 2.2 The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.
- 2.3 Tenders shall be opened by the officers concerned of BHEL at the time, date and venue as specified in the tender enquiry. Tenderer or their authorised representative may witness the bid opening.
- 2.4 The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 2.5 Before submission of offer, the tenderer are advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.
- 2.6 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the

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Tenderer in token of complete acceptance thereof the information furnished shall be complete by itself.

2.7 The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. . For the purpose of the tender, the metric system of units shall be used.

2.8 All entries in the tender shall either be typed or be written legibly in ink. Erasing and overwriting are not permitted and may render such tender liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

2.9 The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

3.0 ADJUSTMENT PRICE DISCREPANCY (IES):

4.0 EVALUATION OF TECHNICAL BIDS

4.1 Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

4.2 In case the same qualifying experience is claimed by more than one bidder due to subletting of work by main contractor to subcontractor (s) then following conditions shall be applicable.

a) For labour + consumable contract without material and T&P:
Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.

b) For contract with complete scope i.e. with materials, T&P, labour and consumable:

i) Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.

ii) If the contractor offloads the labour and/or T&P portion only, Benefit of work experience shall be given to the main contractor and not to the subcontractor who has executed only as labour supply contractor

The bidders qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job

4.3 In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates/ form 26AS /bills for the said job.

4.4 Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the tender.

4.5 Details of qualifying work(s) executed by the bidder will be forwarded to the principle

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employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.

4.6 BHEL may conduct onsite verification of at least one of the qualifying work to verify completion of the work and evaluate capability and performance of the bidder.

4.7 The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

5.0 **EVALUATION OF PRICE BIDS**

5.1 Price Bids of unqualified bidders shall not be opened.

5.2 The offers will be evaluated on the basis of total price basis (refer "BILL OF QUANTITY AND PRICE SCHEDULE) as shown in the price bid.

5.3 Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder

6.0 **DOCUMENTS TO BE ENCLOSED:**

Full information shall be given by the tenderer in respect of the following.

6.1 Tenders shall be signed by persons duly authorized/empowered to do so .An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents

6.2 **PERMANENT ACCOUNT NUMBER:**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual Partners, etc. shall be furnished along with tender.

6.3 **AUDITED BALANCE SHEET AND INCOME TAX RETURN:**

Copy of Audited Balance sheets and income tax return for last three financial years (financial years as specified in PQR)

6.4 **SOLVENCY CERTIFICATE:**

If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.

6.5 **DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:**

6.5.1 **IN CASE OF INDIVIDUAL TENDERER:**

His/her full name, address and place & nature of business.

6.5.2 **IN CASE OF PARTNERSHIP FIRMS:**

The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.

6.5.3 **IN CASE OF COMPANIES:**

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Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.

- 6.6 Offer forwarding letter over the letterhead
- 6.7 *Declaration sheets (As per Prescribed format) over the letter head*
- 6.8 *No Deviation certificates (As per Prescribed format) over the letterhead*
- 6.9 GST Registration certificate

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

7.0 VALIDITY OF OFFER

The rates in the Tender shall be kept valid for acceptance for a minimum period of **Four Months** from latest due date of offer submission (including extension(s), if any). In case BHEL (Bharat Heavy Electricals Limited) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

8.0 REJECTION OF TENDER & OTHER CONDITIONS:

- 8.1 The decision of acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - (a) To reject any or all of the tenders.
 - (b) To split up the work amongst two or more Tenderer as per NIT
 - (c) To award the work in part as per NIT
 - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 8.2 Conditional tenders, unsolicited tenders, containing abnormally low/ unworkable rates & amounts, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 8.3. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold / banning / delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.
- 8.4 In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry or opening of tender or award of work, BHEL reserves the right to reject the offer at any stage as deemed fit.

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- 8.5 Offers with inadequate Tools & Plants, Manpower Deployment Plan, Method Statement are liable for rejection.
- 8.6 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 8.7 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 8.8 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money/Security Deposit/any other moneys due.
- 8.9 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
- 8.10 In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting tender shall be informed to the fact as per specified format along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- 8.11 The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL's Site In charge/ Sector Head. For this the contractor shall submit request application to site in charge supported by credentials (financial and technical) and resource mobilisation schedule of such sub-contractor. Such request are to be considered in consultation with end user/ultimate customer (if applicable) and subject to satisfactory credentials, fund flow arrangement between them, HSE and other contractual and statutory obligations. The tenderer is solely responsible to BHEL for the work awarded to him.
- 8.12 The Tender submitted by a tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 8.13 unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 8.14 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 9.0 NO DEVIATIONS ARE ACCEPTABLE:-

Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, **the price implication, if any, of withdrawing the deviations must be submitted along with the price**

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bid in a separate sealed envelope super-scribed "**PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS**". No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

- 10.0 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 11.0 Following Annexures/ Data are to be enclosed alongwith technical bid:-
- 1) Annexure-A :- Details of the works executed/Being Executed
 - 2) Annexure-B:- Proposed Manpower (Engineers/ Supervisors) Resources for execution of proposed work (i.e The organization pattern and the manpower that are totally available with him & that will be deployed by the tenderer for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, Skilled and Unskilled Workers etc.)
 - 3) Annexure-C :- Status of Tools , Plants & Instruments (i.e A list of machines, tools and plants that the tenderer is having and those that will be deployed on this job giving proof of ownership or any tie-up of equipment)
 - 4) Annexure-D: - Analysis of Unit rate
 - 5) Annexure-E Declaration Sheet
 - 6) Annexure-F Checklist & Schedule of general particulars
 - 7) Annexure- G, Performa of Contract Agreement (***subject to BHEL bagging the contract from the Customer (SECI)***)
 - 8) Annexure- H: - Performa for MOU
 - 09) Annexure-I (Performa of Performance Guarantee):- (***subject to BHEL bagging the contract from the Customer (SECI)***)
 - 10) Annexure-J (Revised Price offer in lieu of withdrawal of deviations/ clarifications offered by BHEL during technical discussion)
 - 11) Annexure K: - List of Laboratory Test equipments
 - 12) Annexure-L :- Confirmation of Bank Guarantees
 - 13) Annexure-M: -Undertaking on the awareness / declarations on Customer's (SECI) tender documents (1149 Pages) Tender No.:- SECI/C&P/RfB/2020/CG/100/150 Dated 11.09.2020.
 - 14) Annexure: - N: - Declaration by authorised signatory regarding authenticity of submitted documents.**
 - 15) Annexure-O: - Declaration by authorised signatory of bidder
 - 16) Annexure-P :- Offer forwarding letter / tender submission letter
 - 17) Annexure-Q :- Declaration for relation in BHEL
 - 18) Annexure-R :- No deviation certificate
 - 19) Annexure-S – E Payment format