

Tender. No.: FF/18/QAX/RV/WC/RT/01

To be submitted along with Prequalification - Technical Bid

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

SL. NO.	PARTICULARS	DETAILS
1	NAME OF THE CONTRACTOR/COMPANY	
2	ADDRESS OF THE CONTRACTOR/COMPANY	
3	ADDRESS OF THE WORKS WHERE ACTUAL RADIOGRAPHY SHALL BE CARRIED OUT	
4	TELEGRAPHIC ADDRESS PHONE NO, MOBILE NO. FAX NO., E-MAIL ID	
5	NAME/DESIGNATION, MOBILE NO. & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE.	
6	NAME & ADDRESSES OF DIRECTORS/ PARTNERS/PROPRIETERS	
7	EARNEST MONEY DEPOSITED DETAILS NO.....DATE.....	YES/NO BY BANK DRAFT/OTHERS
8	VALIDITY OF OFFER/RATES QUOTED SHOULD BE VALID FOR ORDERING UPTO 180 DAYS FROM THE DATE OF OPENING OF TENDER, TO REMAIN FIRM DURING THE CONTRACT PERIOD, IF AWARDED	VALID FOR SIX MONTHS FROM DATE OF PRICE DATE OPENING
9	DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED.	
10	AUTHORITY LETTER OF PERSON IF DOCUMENTS NOT SIGNED BY AUTHORISED PERSON	YES/NO
11	ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS.	YES/NO

Tender. No.: FF/18/QAX/RV/WC/RT/01

12	PF CODE NO. OF COMPANY AND VALIDITY, IF ANY	
13	GST REGISTRATION NO. AND VALIDITY	
14	COPY OF INCOME TAX RETURNS & BALANCE SHEETS SUBMITTED FOR LAST 3 ASSESMENT YEARS	
15	PROOF OF EXPERIENCE SUBMITTED	YES/NO
16	ANY OTHER RUNNING CONTRACT IN ANY OF THE UNITS OF BHEL TO BE SPECIFIED	

Note:

1. Self-attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid
2. All the reference & details should be filled in neatly in the above statement.

FROM.....

To,
AGM
Quality
BHEL – CFFP
Ranipur, Hardwar

SUBJECT: Work of radiography testing of lower half of casing as per ANNEXURE – I: Scope of work and Specification

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs)
vide Bank Draft/Pay order etc No..... Dt..... issued
by.....in favour of Sr. A.O (Cash) CFFP/BHEL and payable at Hardwar towards
earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/CFFP Hardwar his sole decision shall be final and binding on us.

BHEL's decision in respect of acceptance/rejection of tender in part or full shall be binding on us BHEL's decision in respect of award of Contract in part or full shall be binding on us.

(Signature of contractor with seal)

INSTRUCTIONS AND GUIDE LINES TO TENDERERS

1.0 RECEIPT AND OPENING OF TENDER

1.1 Sealed tender will be received on behalf of AGM (Quality), CFFP from the bonafide Contractors with sufficient experience of doing such work as per Annexure III i.e. Prequalification – Technical bid.

1.2 The Tender are to be submitted in two parts:

(A) Part –I (Pre-qualification, Technical Bid, Commercial Terms and Conditions)

Bid with documents fulfilling the pre-qualification criteria as per Annexure III - Instructions & Guidelines to tenderers of the tender documents (In Separate Sealed Envelope).

(B) Part – II (Price Bid)

Vendor has to quote total value of radiography work as per Annexure IV (In Separate Sealed Envelope)

All sealed envelopes should bear the tender No., title of Work and nature of document inside (Part I or Part II) at the top.

The Pre-qualification bids will be first opened & discussed and technically acceptable tenders will be finalized.

The Price Bid will be opened only of Technically Qualified Tenderers.

L-1 status shall be decided taking total value as per Annexure IV. 100% Work shall be awarded to one contractor.

L-1 STATUS WILL BE DECIDED ON TOTAL VALUE

1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.

1.4 Contractor has to fulfill all the specification's requirement depending upon urgency of work to meet delivery commitments.

1.5 The Contractor should give the confirmation of the acceptance of each clause & conditions mentioned in the tender document by signing. Tender will be rejected in case of non-acceptance of any clause by the tenderer.

1.6 Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor.

1.7 MSE vendors are entitled to have tender documents free of cost. Also they are exempt from payment of earnest money however MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of reckoned for determining the deemed validity will be the last date of technical bid submission.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S.....

(Hereinafter referred to as 'company') having its registered office at

.....is registered under MSMED Act 2006,

(Entrepreneur Memorandum No (Part-11.....dated:

Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 : Rs.

.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

RsLacs

The above investment of RsLacs is within permissible limit of RS.Lacs forMicro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

Tender. No.: FF/18/QAX/RV/WC/RT/01

02.0 AGREEMENT

The successful tenderer will have to execute an agreement with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted terms & conditions.

03.0 EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Hardwar, and Payable at Haridwar.

In case of successful tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work.

- 3.1 EMD by the Tenderer will be forfeited if,
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - (ii) The tenderer does not commence the work within period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.
- 3.2 Amount of Security Money to be deposited for proper fulfillment of contract will be 5 % of the contract value. The Security deposit should be submitted before start of the work by the contractor and mode shall be as per BHEL rules.
- 3.3 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- 3.4 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of commissions/ commissions on the part of contractor.
- 3.5 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or released by the sale of Security of from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall within ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

INSTRUCTION FOR SUBMISSION OF TENDER:

- a. The Tender Document consists of Scope of work and Specification along with drawing at Annexure-I, Terms and Condition at Annexure-II, Pre-Qualification Criteria at Annexure-III and Format for Price Bid at Annexure-IV.
- b. Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.

Tender. No.: FF/18/QAX/RV/WC/RT/01

- c. The Hard Copy of the Tender Document duly signed on each page should be enclosed with the offer bid as for acceptance of all terms and conditions of the Tender Document.
- d. The tender shall be submitted in Two Part. Part I consisting of Techno-Commercial Terms & Conditions and Part II consisting of Price bid. Following documents shall be enclosed in the envelope.
 - 1. Scope of Work- duly signed and stamped on each page, (Part-I)
 - 2. Terms and Conditions – duly signed and stamped on each page, (Part-I)
 - 3. Documents related to Pre-Qualification Criteria – duly signed and stamped on each page (Part – I)
 - 3. Price Bid – duly signed and stamped on each page in a separate sealed envelope. (Part-II)

The Part-I & part-II (price bid) should be submitted in separate sealed envelopes and thereafter both the envelopes should be kept in one covering envelope duly sealed. The covering envelope should be sealed and should be super-scribed with Tender No, Title of Work & due date. Envelopes of part – I & II should be super-scribed with Tender No, Title of work, due date, and Nature of document (Part I or Part II)

- e. Tender documents can be submitted in person by dropping the sealed envelopes inside Tender box placed in Tender Room of CFFP/BHEL Haridwar. In case contractor is submitting tender document by post/courier, the sealed envelopes are to be addressed to:

AGM (QUALITY)

Central Foundry Forge Plant

BHEL, Ranipur

Haridwar 249403

Uttarakhand

Email: drrawat@bhel.in ; vimal-k@bhel.in ; aarun@bhel.in

CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

Encl.:

- 1. Annexure – I – Scope of Work and Specification along with drawing
- 2. Annexure – II – Terms and Conditions
- 3. Annexure – III – Pre Qualification Criteria
- 4. Annexure – IV – Price Bid format

ANNEXURE – II

TERMS AND CONDITIONS

(A) GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with Contractor only and will give instructions to the authorized representative of Contractor. BHEL has nothing to do or concerned with the employment of workmen working for Contractor. The relationship between BHEL and Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer - employee relationship.
2. The authorized representative of Contractor shall maintain regular contact with the contract executing officer of BHEL and will interact on matters relating to the work awarded under this contract.
3. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on Contractor.
4. Schedule / analyzed item rates are liable for correction if there is any omission or typographical or calculation error.
5. In case more than one contractor quotes L1 rates, the work shall be awarded through draw of lottery.
6. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
7. **Mobilization Period:** There would be a mobilization period of 2 days from the date of issue of Work Order.
8. **Modification of Agreement:** The agreement can be modified/amended regarding the Work Order/Contract quantity in view of variation of production of Steel Foundry Plant. Modification of Agreement may also take place in the contract period as it may be shortened or extended in proportion to the production pattern. CFFP/BHEL shall have right to shorten the period of agreement in proportion to the production pattern. The extension of the agreement, if any, shall be made by mutual consent of Parties.
9. **Termination of Agreement:** In the event that either party hereto shall break any substantial and material covenant contained herein, the other party hereto may terminate this Agreement by giving the other party written notice of its intention to do so, which notice shall state the date of termination and the default complained of, and this Agreement shall thereupon terminate on the date so specified which shall not be less than six months from the date of notice, provided that neither party shall be entitled to terminate this agreement if the other party shall cure the alleged default or breach within three months from the date of notice.
10. **Force Majeure:** The parties shall faithfully perform their obligations under this contract without any deviation. Neither party shall be responsible to the other for any breach or non-performance or delay in performance of any of the terms and conditions of this agreement as a result of war, war like operation, insurrection or restraints imposed by Government or Acts of Legislature or other Authority, riots, strikes, lock outs, civil commotion, disturbances, fire, breakdown or accident to machinery or plant, provided that such breach, non-performance or delay from any such cause cannot be prevented by reasonable diligence.

Tender. No.: FF/18/QAX/RV/WC/RT/01

- 11. Dispute Resolution:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, incharge of the Bureau, Deptt. of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration, as intimated by the Arbitrator.

Work under the contract shall be continued by CONTRACTOR during the arbitration proceedings and no payment due or payable by BHEL shall be withheld on account of such arbitration proceedings.

(B) TERMS AND CONDITIONS SPECIFIC TO TENDER UNDER CONSIDERATION :

1. INSPECTION AND RECORDS:

Contractor shall personally and exclusively supervise the work quality through qualified employees so as to ensure that the Works under this contract are carried out entirely to CFFP, BHEL's satisfaction.

2. PAYMENT TERMS AND PAYMENT PROCEDURE:

- 2.1. Payments will be made to Contractor on the basis of work carried out by him on production of bills/ Invoice. The invoice has to be submitted in duplicate.
- 2.2. Payment shall be released within 30 days from the date of submission of bills along with all supporting documents.
- 2.3. Payments will be made through e-payment after deduction of Income tax at source as per Income Tax Act. Contractor will need to submit a duly filled up bank details as per format given below.

Tender. No.: FF/18/QAX/RV/WC/RT/01

2.4. GST amount shall be reimbursed to contractor against submission of all required documents and after verification of the same on GSTN.

3. PENALTY CLAUSE

- i) Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to pay penalty / LD of 1 percentage of left out work per week. Penalty/ LD shall be maximum 10%.
- ii) In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole. In the event of cancellation / termination, the contractor 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 contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.

- 4. GIVEN SCOPE OF WORK** The given scope of work, details out the major activities only. However there may be certain other activities required for completion of the desired work, such related activities will have to be carried out without any extra cost. Also any activity of rectification or rework due to any reason will be done by the contractor without any extra cost.

ANNEXURE – III

PRE QUALIFICATION CRITERIA

PRE QUALIFYING CONDITIONS :	Instructions	Vendors remark	BHEL Remark
The radiography facilities existing in INDIA and approved by AERB only shall quote.	vendor to note and provide details		
Only those vendors, who have experience of doing the radiography for 300 mm of steel or more need to quote. Vendor has to submit at least one Purchase order/ Work order in the period last 10 years from the date of tender opening for carrying out radiography of 300 mm of steel or equivalent.	vendor to note and provide details		
Only those vendors who are equipped with Energy source of more than 7.5 MeV are eligible.	vendor to provide details of energy source along with photographs		
BHEL reserves the right to physically see and verify the details provided by the vendor against qualifying criteria before placement of work order/PO.	vendor to note		

In absence of sufficient proofs/documents for “Per Qualification Criteria” offer shall not be accepted and price bid shall not be opened.

(Signature of contractor with seal)

ANNEXURE – IV

FORMAT FOR PRICE BID

To be submitted in a separate sealed envelope as Price Bid.

Description of Work	Unit	Qty.	Total value of Radiography work to be quoted by Contractor	
			Rs. (in digits)	Rs. (in words)
Radiography testing as per scope of work and specification SFQC/NDT/2018-19/RT/01	No.	1		

Important note:

1	All Taxes payable shall be extra as applicable. The details of the taxes to be mentioned separately.
2	Contractor has to fill his quoted rates in columns given above (in digits & words both). In case of any difference between rates filled/quoted in digits & words by the contractor, only rates filled/quoted in <i>words</i> shall be acceptable. Incomplete/wrong/over-written forms shall be rejected.
3	The above mentioned quantities are tentative and may vary depending upon the production of the plant and availability. BHEL shall have the right to modify/amend Contract quantity in view of variation of production Shop.
4	Quoted rates shall remain firm throughout the contract period. No PVC is applicable.