



CONTENTS

SL. No.	Description	Page Nos
1.0	Notice Inviting Tender	2
1a	Bid Application	3
1b	Bid questionnaire - A	4
1c	Bid questionnaire - B	5
1d	Declaration by Bidder	6
2.0	Instructions to Bidder	7 - 8
3.0	General terms and conditions	9-10
3.9	Evaluation Of Price Bid	10
4.0	Scope of Work	Annexure – I
	Price Bid Format (Schedule – A)	Annexure - I



1.0

NOTICE INVITING TENDER

Sealed bids are invited from the registered contractors in single stage two part bid for the following works as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date	Approx. Value Of Contract	EMD (in Rs.)
01	Modification & re-conditioning of 100 Ton (HP-4) Hydraulic powder compacting press.	EP:WEX:09-10:02	Rs.5.0 Lakhs	Rs.20,000/=

Contract completion time	: 2 months
Cost of Tender documents	: Rs. 100.00 (Rupees One Hundred only)
Issue of tender documents	: From 15.06.2009 onwards
Last date and time of Issue of tender documents	: Up to 2-00 PM of 6 th July 2009
Last date and time for submission of tender documents	: Up to 3-00 PM of 6 th July 2009
Date of opening of Tender (Part-A)	: 3-00 PM of 6 th July 2009

Note :

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 10.30 hours and 15.00 hours from WEX Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/= only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL payable at Bangalore.
2. In case tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the contractors request nor receipt of tender documents by the contractor.
3. EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand draft only.
4. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
5. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.

Name: Purushotham CN
Designation: Sr. Manager / WEX
BHEL-EPD, Bangalore

Date – 15th June 2009



PART – A

1a. BID APPLICATION

To

Sr. Manager – WEX
Bharat Heavy Electricals Limited
Electroporcelains Division,
IISc Post, Bangalore – 560 012

Dear sir,

I / We hereby offer to carry out the work
against Tender Enquiry No..... dated.....

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|--|---|------------|
| <ol style="list-style-type: none"> 1. Notice Inviting Tender 2. Bid Application 3. Bid Questionnaire – A 4. Bid Questionnaire – B 5. Declaration by Bidder 6. Instructions to bidder 7. Terms and conditions 8. Evaluation of price bid 9. Scope of Work & Schedule-A | } | (Part – A) |
|--|---|------------|

- | | |
|--|------------|
| <ol style="list-style-type: none"> 11. Price Bid Format | (Part – B) |
|--|------------|

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I declare that, there was never / is no litigation 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 grounds.

Signature of Bidder
Date :



1b. BID QUESTIONNAIRE - A

Tender Enquiry No. -

Date :

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the bidder in BHEL . Yes / No
(If yes furnish the details) :

<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
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1.

2.

3.

4.

d) Is any relative of bidder employed in BHEL Yes / No

(If yes Furnish the detail)
Name

Staff no

Location / Area

Signature of the Bidder
Date :



1c. BID QUESTIONNAIRE - B:

01	ESI Code No	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
09	Willing to provide bank guarantee for taking out the equipment from BHEL premises	YES / NO
10	Any other comments	

Note :

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No. 08 & 09 is 'NO' then the bid is liable to be rejected.

Signature of the Bidder

Date :



1d. DECLARATION BY THE BIDDER

I, -----, aged-----Yrs., S/o -----,

residing 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 also 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 labors who are more than 18 years of age and having sound physical and mental health.

[Signature with Name & seal of the Bidder]

Date :

Place :



2.0 INSTRUCTOINS TO BIDDER

- 2.1 Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below:
Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on 13th June 2009 at 3-00 pm)
Part 'B': Price Bid to be quoted as per Tender conditions in the schedule given by BHEL.
- 2.2 Part 'A' must be duly completed and sealed along with the undertaking in a separate envelope super scribed "**Tender Enquiry No. EP:WEX:02/09-10 dated 15/06/2009 Part 'A' - Techno-commercial Bid**".
- 2.3 **The bidder shall not indicate the price or rate in the PART-A : Techno-commercial bid.**
- 2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender Enquiry No. EP:WEX:02/09-10 dated 15/06/2009 Part 'B' - Price Bid**".
- 2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelopes should be sealed in another envelope and should be deposited in the WEX - Tender Box kept at Reception so as to reach **on or before 15-00 Hrs Dt. 06/07/2009**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt. 06/07/2009 at 15.00 hours** the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.
- 2.6 The Techno commercial Bid (Part - A) and general terms and conditions shall form part of Techno-commercial offer. **Each page should be duly signed by the bidder as a token of acceptance.**
- 2.7 Part 'B' – the price Bid (Schedule-A) should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.
- 2.8 The bidder shall accept all the terms and conditions of the tender.
- 2.9 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- 2.10 Name of the bidder should be written or the contractors seal to be put on the sealed envelope.
- 2.11 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.
- 2.13 For any further details required, Tender issuing officer of BHEL/EPD, Bangalore may be contacted in person or through TELEPHONE NOS. (080-22182355 or 2218 2426).
- 2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 2.15 **PRICE BID** - The bidders are required to submit their quotation for **all the items listed in Part "B" in the price bid format SCHEDULE-A** given along with the tender documents. The price should be quoted for each activities after careful study of the



actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.

- 2.16 The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.
- 2.17 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.
- 2.18 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.19 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.20 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract as per the Performa given by BHEL.
- 2.21 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

3.0 TERMS AND CONDITIONS

3.1 General.

- 3.1.1 The bidder shall also mention the PAN Number issued by Income Tax Department, copy the PAN card or PAN number allotment letter shall be submitted along with the bid documents.
- 3.1.2 There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspended or blacklisted by any organization on any ground.
- 3.1.3 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.4 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.
- 3.1.5 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 3.1.6 The bidders should be financially sound and shall indicate their financial turnover for the past 2/3 years.

3.2.0 Technical

- 3.2.1 **The bidders to be a registered manufacturer / repairer / reconitioner / retrofitter of hydraulic equipments and should have their own manufacturing unit. The bidders having previous experience in the manufacture / repair / reconditioning of hydraulic powder compacting presses will be preferred. Experience in this regard shall be submitted by the bidders along with Part-A, techno-commercial bids along with proof if any viz., purchase orders / completion certificates etc. BIDDERS WILL BE ASSESSED BY BHEL AT TECHNICAL EVALUATION STAGE IN THIS REGARD AND BIDDERS NOT MEETING THIS REQUIREMENT IS LIABLE TO BE REJECTED AT THIS STAGE ITSELF.**

3.2 EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents Part – A. EMD is payable in Cash (as permissible under Income Tax Act), Pay order or Demand Draft favouring BHEL payable at Bangalore. EMD by the Tenderer will be forfeited as per Tender Documents 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 the period as per LOI /Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. EMD shall not carry any interest.

3.3 SECURITY DEPOSIT (SD) :

3.3.1 Successful bidder has to submit Security Deposit (SD) at a rate of 10% of the contract value before commencement of the work.

3.3.2 Security Deposit is accepted in any one of the following forms :

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

3.3.2 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 contract awarded 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 six months after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.

3.3.3 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 contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

3.3.4 In the event, the successful bidder wishes to take the Hydraulic Press to their works for carrying out the modification and reconditioning work, the successful bidder has to provide a bank guarantee for the value and period indicated by BHEL.

3.4 FAILURE TO COMPLY WITH CONTRACT

3.4.1 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.

3.4.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. 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.



- 3.4.3 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.
- 3.4.4 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.
- 3.4.5 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

3.5 PAYMENT TO THE CONTRACTOR

The payment to the contractor will be done after satisfactory completion of the work which includes E & C and trail run of Hydraulic press at BHEL/EPD for a week.

3.6 SUB-CONTRACTING

The contractor 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.

- 3.6.1 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.
- 3.6.2 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.

3.7 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 Bangalore, where BHEL - EPD 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-EPD is situated and no other court shall have the jurisdiction.

- 3.8 **ARBITRATION** : If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL Electroporcelains Division, Bangalore, the award shall be final and binding on both parties.

- 3.8.1 In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

- 3.9 **EVALUATION OF BIDS** : Rate must be quoted for all the activities mentioned in the price bid Performa as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer. The Price bid Part-B will be opened only for those who qualify in the Part-A Techno-commercial stage.

Evaluation of the L-1 offer shall be computed on total Price for all the items and work to be carried at as per the scope of contract. The bidders total price is lowest will be considered as successful bidder.

PART - B

4.0 SCOPE OF WORK AND SCHEDULE

As per Annexure – I and Schedule - A