



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**हीप, रानीपुर (हरिद्वार)-249403**  
**विभाग: वैक्स-डब्लू.सी.एस**  
**निविदा दस्तावेज़**

**Name of Work : Waterproofing treatment on the terrace of 132 KV Sub Station, BHEL Haridwar.**

**Tender Enquiry No. : BHEL/HEEP/WEX-WCS/19-20/6200/20190078 dt.18/07/19**

**Due date of Tender Opening: 09/08/19**  
**Techno-commercial Bid (Part-I)**

**Place of Submission of Tender / Bid: Tender Room, Purchase Deptt., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)**

Contact Person: Mr. Ashutosh Kumar (Dy. Manager, WEX-WCS)

Contact Address: Adm-4, first floor, WEX-WCS, HEEP

Email: kumar.ashutosh@bhel.in

Phone: 01334-285491

Fax: 01334-226460



## NOTICE FOR TENDER (NIT)

**BHARAT HEAVY ELECTRICAL LIMITED**  
**HEEP, Haridwar-249403(UTTARAKHAND)**

Name of Department	WEX-WCS		
Phone	+91-1334-285491	Fax	+91-1334-226460
Email Address	kumar.ashutosh@bhel.in		
Contact Person	Ashutosh Kumar (Dy. Manager, WEX-WCS)		
NIT Key.	20190078	Dated :	18/07/19
NIT No.	BHEL/HEEP/WEX-WCS/19-20/6200/20190078 dt. 18/07/19		
NIT No. on www.bhel.com	NIT-		
NIT No. on www.bhelhwr.co.in	NIT-		
Type Of Tender	Open Tender		
#Tender Cost (in INR)	<b>500/-</b> (Exempted for valid MSME and downloaded tender)		
Estimated cost (FOB BHEL Haridwar basis)	<b>12.60 Lacs</b>		
EMD ( in INR )	<b>25,220/-</b> (Exempted for valid MSME)		
Period of completion of work	<b>6 months</b>		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	<b>12.60 Lacs</b>		
Last Date of Sale of Tender	08/08/19	Time :	3:30 PM
Last Date of submission of Tender	09/08/19	Time :	1:45 PM
* Date and Time for opening of Technical Bid	09/08/19	Time :	2:00 PM
Place Of submission of Tender	<b>Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)</b>		

**\*In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid.**

However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

# Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable.

1. The site and nature of work can be seen on any working day between 08:00am to 3:00pm
2. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
3. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
4. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
5. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites ([www.bhelhwr.co.in](http://www.bhelhwr.co.in), [www.bhel.com](http://www.bhel.com)) as applicable. Please visit our website before submitting your offer.
6. For detailed instructions/information refer the tender document on BHEL website.

Ashutosh Kumar (Dy. Manager, WEX-WCS)

## **PRE QUALIFYING REQUIREMENTS (PQR):**

- 1) Tenderer should have valid PF code no., ESI code no., and GST Registration no. and submit proof of the same or should submit undertaking to obtain & furnish the same within one month or after issue of LOI, whichever is earlier. Successful bidder will have to submit valid Labor Licence within 10 days after issue of letter of intent (LOI) in case they do not possess valid labor licence.
- 2) Average Annual financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least 30% of the estimated cost i.e. Rs.3.78 lacs..The estimated cost is Rs. 12.60 Lacs. In support, audited balance sheet & PL A/c of last 3 financial years are to be submitted.
- 3) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the followings:
  - (a) Three similar completed works costing not less than 40% of the estimated cost i.e. Rs. 5.04 lacs.  
Or
  - (b) Two similar completed works costing not less than 50% of the estimated cost i.e. Rs. 6.30 lacs.  
Or
  - (c) One similar completed work costing not less than 80% of the estimated cost i.e. Rs. 10.08 lacs.

**“Similar Works”** Similar work means works involving water proofing activities on concrete roof terraces. **Merely supply of water proofing material for above nature works shall not be considered as similar work experience for pre-qualifying criteria.**

Contractors shall submit relevant documents and work completion certificate in original /photo copy duly attested by authorized representative on the letter head of the organization for which the work has been done. In this regard, the reference of a responsible person from the company which has issued such certificates may also be submitted. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is found adverse, the bidder will be disqualified.

- 4) **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**
  - i) Copy of Income Tax return, audited Profit & Loss A/c and Balance Sheet of previous three financial years i.e. **2015-16, 2016-17 and 2017-18.**
  - ii) Copy of PAN No., GST registration.
  - iii) Work orders along with BOQ and completion certificates with covering letter / indexing of the same.
  - iv) Proof of being an authorized applicator by water proofing product manufacturer.
- 5) **TENDER COST:** Full set of tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the Dy. Manager (WEX-WCS) on submission of proof of depositing the Tender cost at the BHEL Cash section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. If downloaded Tender is used, tender fees is not required.
- 6) **EARNEST MONEY DEPOSIT (EMD):** Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar.

**NOTE: EMD shall not carry any interest**  
**Techno-commercial offer without the original instrument for the requisite EMD will not be qualified for evaluation.**

## **General Instructions to Tenderer**

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**

- a. Before Quoting 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 Homeguards. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. 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 execution of the contract.
- d. **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.
- e. 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 e(a) and e(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.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp 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.
- g. 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.
- h. Every endeavor 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.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

- l. 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 stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. 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 Haridwar, 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.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. 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. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. 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 AND DETAILS 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.**
- s. **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.**
- t. 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"
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

## 2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. 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 Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA).A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.

- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

### 3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, 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.
- b. The Techno Commercial bids only will be opened in case of two part bid.
- c. 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

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

### 5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. 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 honored throughout the period of the Contract.

### 6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, 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 reject their offer.

### 7.0 Validity of Offers:

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, HEEP, Haridwar-249403 (Uttarakhand).***

#### Note:

1. In case of any ambiguity between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

**Annexure-A**

**Details of Bid & Bidder (To be filled by bidder)**

- (a) Bidder Offer No.: \_\_\_\_\_ Date: \_\_\_\_\_
- (b) Legal Name of the bidder as in GST registration: \_\_\_\_\_
- (c) GST registration No. \_\_\_\_\_
- (d) State \_\_\_\_\_
- (e) Place of business \_\_\_\_\_
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): \_\_\_\_\_
- (g) Address of the Bidder: \_\_\_\_\_
- (h) E-mail address of the bidder: \_\_\_\_\_
- (i) Contact No. of the Bidder: \_\_\_\_\_
- (j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought): \_\_\_\_\_
- (k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought): \_\_\_\_\_

## **SPECIAL CONDITIONS:**

1. These special conditions shall be read in conjunction with General Conditions of contract. However, the special condition mentioned shall supersede general terms & conditions wherever applicable.
2. The contractor shall have to comply with the following during execution of the contract incase more then 20 labour are engaged on any day during the contract period.
  - (i) Valid labour licence issued from Asstt. Labour Commissioner (Central).
  - (ii) P.F. code and abide by the relevant laws/rules.
  - (iii) E.S.I. code and abide by the relevant laws/rules.
  - (iv) GST registration and abide by the relevant laws/rules.
3. **The contractors are advised to see the site before quoting the rates.**
4. The Application shall have to be carried out by authorized applicator of EPDM Manufacturer Company.
5. Test certificate of EPDM and geo textile mat shall be supplied along with material transit in factory area.
6. WOI Item 1 of the bill of quantity include dismantling, removal and disposal of all the dismantled material (Felts, Brick Tiles, Mud Phaska etc. i.e. all material on terrace of roof) to the designated place upto 3km lead by mechanical and manual means as per direction of Engineer-in-charge.
7. Only OPC cement required in the work shall be issued free of cost by BHEL at BHEL store.
8. Incase rain occurs at the time of working on the terrace, all the arrangement for protecting the roof from any kind of water leakage shall have to made by the agency.
9. Gradient for proper slope on exposed / mother surface shall be neatly made before start of 20 mm plaster work Schedule item no 1 or grading concrete item no 3 of bill of quantity.
10. All the arrangement of lift, scaffolding or formwork for executing the work at all heights shall have to be carried by the agency including its removal after completion of the work.
11. The quoted rates will be for all height, depth, lift, lead, shapes and sizes unless otherwise mentioned specifically in the description of item.
12. Rates for plastering work shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
13. Scaffolding and shuttering made of steel/ waterproof ply only as per BIS will be permitted in the work.
14. For curing separate persons (Bhishti) will be employed by the contractor for all concreting, brickwork and plaster etc. for the periods as per norms.
15. Rates quoted for all brick/ concrete work shall be deemed to include making openings for pipes etc. and making good these with the same specifications as shown in drawings and/ or as directed by Engineer I/c. No extra payment shall be made to contractor on this account.
16. Rates for all concrete work shall include for making drip course, moulding grooves etc. wherever required and nothing extra shall be paid for the same.
17. Contractor shall co-ordinate his activities and co-operate with other agencies such as air-conditioning, electrical and mechanical who will also be working in the complex.
18. Contractor shall submit and finalize detailed quality assurance program within 15 days from the date of start of work as per specifications. This shall include setting up of testing lab, arrangement of testing apparatus / equipments, deployment of qualified experienced manpower, preparation of format for record, Field quality plan etc. On approval of Field quality plan the BHEL shall identify Customer Hold Points (CHP) beyond which work shall not proceed without written approval from Engineer Incharge.
19. BHEL reserves the right to engage third party agency for quality inspection of all work done and material brought by the contractor for use in work. The contractor shall make all arrangement to carry out the tests so ecommended and bear all expenses incurred.
20. The work may need deployment of labours in two shifts to complete the work in stipulated time. The contractor shall observe provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. Work in second / third shift, overtime, Sundays or on other declared holidays should be carried out after getting written permission from Engineer Incharge.
21. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. However, contractor shall inform BHEL for engaging/ removing the labour for executing the work.
22. Contractor should engage contract labours after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract. Contract labours deployed by contractor should have valid Biometric Gate Pass for entry into factory premises.

23. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
24. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
25. Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act and any changes made thereafter.
26. In case of non-compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc., the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including all expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
27. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
28. The work shall be governed by CPWD specifications, General terms and conditions of BHEL contract, special conditions, environment-related conditions, new safety clause and any other relevant condition mentioned here.
29. All material brought to site for the use in the work should be ISI marked, if available in market. However, all the material used in work shall have to be got approved by the Engineer Incharge before execution of the work. The contractor may have to furnish test certificate of all the materials to the satisfaction of department. If required, the material shall be got tested by the deptt. at CBRI or any other govt. approved agency at the risk and cost of the contractor.
30. Security deposit shall be released as follows: 100% shall be released after satisfactory completion of the maintenance period of the work duly verified by Site Incharge and clearing of all dues. **The maintenance period of the work shall be 10 years from actual completion of the work.**
31. Quantities mentioned in bill of quantity may vary on either side as per actual requirement at site.
32. Any extra item concerning to the completion of work will have to be executed by the same contractor, as per direction of Engineer Incharge. The rates of such item will be decided by the competent authority (for award of work) but on no account the work will be stopped.

### **33. Water and electricity:**

Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-

- i) Water/ Electricity charge shall be deducted @ 1.2% of value of work done under the contract.
- ii) Source of supply of water/ electricity shall be provided at one/ two points for work at site, as decided by Engineer Incharge. Contractor shall have to make their own arrangement for laying of pipelines/ electricity connections from the source of supply provided at site.

### **34. Terms of Payments & Taxes:**

- i) No advance payment shall be paid to the contractor.
- ii) No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted alongwith the bill.
- iii) After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.**
- iv) Running bills will be paid against actual execution of work and submission of the bills by the contractor. Payment of each running bill will be limited to 90% and balance 10% of each running bill amount will be retained by BHEL and will be paid on final completion of work.
- v) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance.**
- vi) Final bills against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within two months normally after receiving the bills in Finance.**
- vii) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.**

**viii) Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.**

35. No excuses like hindrance because of jungle, extreme weather conditions, availability of labour and material etc will be entertained for not completing the work.
36. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.
37. All necessary precautions for safety and environmental aspects shall have to be taken by the contractor for activities performed by his workers.
38. Contractor must ensure that all labour engaged in the work should wear safety personal protective equipments (PPEs) as directed by Engineer Incharge. In case labours are found working without wearing PPEs as directed, then recovery may be made at the risk and cost of contractor by providing PPEs to labours by BHEL at BHEL purchase cost.
39. Contractor shall have to carry out the work anywhere outside/inside factory area and nothing extra will be paid for extra lead and lift for work at various heights.
40. Contractor may have to complete the work earlier as advised by Site Incharge even before the scheduled period of completion as per the urgency of the work. No excuse for overall completion period will be entertained.

**41. COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY:**

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the caption "TIME " in clause 6 of these General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.50 percentage of the total contract sum for every week (7 days) of extension sought beyond the scheduled date of completion as shown in schedule " A " of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract. If delay is for 8 days, it will be counted as delay for 2 weeks for liquidated damages.

42. In case contractor is unable to deploy sufficient manpower for timely completion of the work due to non-availability or any other reason, BHEL will have the right to deploy required manpower from any source at contractor's risk and cost.
43. BHEL reserves the right to sub-divide the work in more than one party as per work requirement or award only a fraction of the work given in the bill of quantity.
44. In case scheduled items & worked-out items are included in BOQ, the contractor must quote rates for both items. L-1 will be judged on cumulative quoted value for all items of the work.
45. Rate quoted less than "20% below" and more than "10% above" for worked out item will stand rejected and will not be considered.
46. Conditional offer will be rejected.

## General Terms & Conditions of Tender

### 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-In-Charge 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 "Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
  - (g) The **"ENGINEER-IN-CHARGE"** 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 Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.
- BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Haridwar.
- (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-In-Charge 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-In-Charge 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 lump sum 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)
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. **(FDR should be in the name of the contractor, a/c BHEL).**  
In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (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.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

### 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) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) **Refund of Security Deposit**  
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

### 4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

#### 5. 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 -B 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.”

UAM need not required to be notarized or attested.

#### 6. 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.

#### 7. 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.”

#### 8. 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.

#### 9. 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”.

#### 10. 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.

#### 11. 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.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded. BHEL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

#### 24. GST related Terms & Conditions:

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,  
b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

- b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
- Timely raising & submission of GST compliant Invoices
  - Timely receipt of Goods & Services
  - Timely and correct payment of applicable GST by supplier/contractor
  - Timely filing of return
  - Compliance of other applicable provisions on supplier/contractor
- Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

**Certificate of Goods and Service to be furnished by Contractor with each bill / invoice**

We hereby undertake that:

- Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

- Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
- Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
- In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
- We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
- In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.

7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

**25. Special Powers of Termination:**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

- 26. The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.**

**27. Public Procurement Preference to Make in India, Order 2017:-**

**"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT.**

**In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."**

कार्य का नाम: [Waterproofing treatment on the terrace of 132 KV Sub Station, BHEL Haridwar.](#)

निविदा सं०: BHEL/HEEP/WEX-WCS  
/19-20/6200/20190078 dt. 18/07/19

ANNEXURE-I

**DETAILS OF WORKS (COSTING NOT LESS THAN RS \_\_\_\_\_ LACS) DONE DURING THE LAST SEVEN YEARS:**

(Refer PQR Condition No. 3)

(To be submitted along with Techno-Commercial Offer)

**Attach separate sheets in below format, if required.**

S.No	Full Postal Address of client	Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Actual completion	Year of completion	Experience certificate Enclosed at Page No
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01								
02.								
03.								
04.								

**NOTE:** A copy of completion certificate and work order copy of each work mentioned above shall be submitted by the Contractor along with the tender document.

**ANNEXURE-II**

**CHECKLIST**

Before quoting, the Contractors are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract, Technical Specifications & Bill of Quantities, wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work at his own risk and cost.

Sl. No.	Description	Submitted (Yes / No)	Page No if submitted
1	Documents Submitted in Support of <b>PQR Condition No 3</b> ( <u>Work Experience Certificates</u> ) Details to be furnished in <b>ANNEXURE-I</b>		
2	Documents Submitted in Support of <b>PQR Condition No 2</b>		
a)	Audited Balance Sheets AND Profit & Loss Account Statements as per PQR Condition No. 4 (i)		
b)	Income Tax Returns as per PQR Condition No. 4 (i)		
3	Documents Submitted in Support of <b>PQR Condition No 1</b>		
a)	P.F. code No. copy <b>OR</b> Undertaking against PQR Condition 1		
b)	ESI code No. copy <b>OR</b> Undertaking against PQR Condition 1		
c)	GST Identification Number (GSTIN) copy against PQR Condition 1		
d)	Labour licence no. (if available) or give undertaking to submit valid Labour Licence after issue of letter of intent (LOI).		
4	PAN Card copy against PQR Condition 4 (ii)		
5	Proof of being an authorized applicator by water proofing product manufacturer against PQR Condition 4 (iv)		
6	Tender Cost as per PQR Condition No 5		
7	Earnest Money Deposit as per PQR Condition No. 6		
8	Whether complete tender document has been submitted and documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.		
9	Details of Bid & Bidder (To be filled by bidder) ANNEXURE-A		

**I/We, the contractor, hereby certify that I/We have read, signed and understood completely, all the above mentioned pages of this tender document completely.**

**Annexure-B**

**Certificate by Chartered Accountant on letter head  
(only for those who are submitting EM-II Certificate)**

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-II) ..... dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

**1. 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.1722(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:

Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

**Or**

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant**

**Annexure-C**

**UNDERTAKING**

*(by the tenderer)*

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Instructions to Tenderer, General /Special Conditions of Contract and agree to abide by the same.
  2. **I/We have submitted the signed tender document in Part-1 of the offer. Part-2 offer i.e. price bid contains only the BOQ and the quoted rate.**
  3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
  4. I/ We shall abide by the GST Act/ Rules as applicable.
  5. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
  6. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
  7. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
  8. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
  9. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
  10. I/ we shall maintain valid labour licence throughout the period of contract.
-

**Annexure-D**

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. There is no deviation from our end in the terms & conditions of tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(SIGNATURE OF TENDERER WITH STAMP)

**Annexure-E**

**DECLARATION**

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court during last 48 months and no case is pending with the police / court against our firm/ partner or the company.

Signature with name,

Designation & seal of the firm

**UN-PRICED BID**

<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> <b>हीप, रानीपुर (हरिद्वार)-249403</b>	
<b>Name of work : Waterproofing treatment on the terrace of 132 KV Sub Station, BHEL Haridwar.</b>	<b>NIT No.: BHEL/HEEP/WEX-WCS /19-20/6200/20190078 dt.18/07/19</b>
<b>Estimated Cost : Rs 12.60 lacs.</b>	<b>Time of comp. : 6 months</b>
<b>Earnest Money : Rs. 25,220/-</b>	<b>Tender Cost : Rs 500/-</b>

**BILL OF QUANTITY**

S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
-------	----------------------	------	------	------	--------

**Schedule items based on DSR 2002**

- |    |  |     |     |        |          |
|----|--|-----|-----|--------|----------|
| 1. | 20 mm cement plaster of mix :: 1:4 (1 cement : 4 fine sand) CEMENT SHALL BE ISSUED FREE OF COST AT BHEL STORES<br>(S. I. No. : 13.10.2 Page No:-147<br>- (S.I. No.:13.10.2) Page No.:-)                                  | 200 | sqm | 45.57  | 9114.00  |
| 2. | Supplying and applying bitumenous solution primer on roof and or wall surface at 0.24 litre per sqm<br>(S. I. No. : 25.13)   | 200 | sqm | 10.25  | 2050.00  |
| 3. | Grading roof for water proofing treatment with : Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)<br>(S. I. No. : 25.15.2Page No:-248<br>- (S.I. No.:4.5.4) Page No.:-254) | 20  | cum | 966.54 | 19330.80 |

**Worked-out items:**

- |    |  |     |    |        |           |
|----|--|-----|----|--------|-----------|
| 1. | CLEANING AND SURFACE PREPARATION:- TAKING OUT ALL THE EXISTING WATER PROOFING AND RESURFACING TREATMENT FROM THE MOTHER SLAB AS PER REQUIREMENT. THE SUB-BASE OF THE ROOF TOP STRUCTURE SHOULD BE CLEANED OF ALL DIRT, LOOSE MATERIAL ETC. AND KEPT DRY. IN CASE OF POT HOLES/CRACKS, THE SAME SHALL BE REPAIRED WITH CEMENT PUTTY USING BONDING AGENT LIKE DR. FIXIT PIDICRETE URP/ASIAN/SEECO OR EQUIVALENT APPROVED BY ENGINEER-I/C. (B) A PROPER GOLA(150MM X 100MM) HAS TO BE PROVIDED ALL AROUND THE ROOF THROUGHOUT THE JUNCTION OF ROOF AND PARAPET WITH CEMENT MORTAR OF MIIX 1:4 ADMIXED WITH APPROVED INTEGRAL WATERPROOFING COMPOUND @ 200ML/50KG CEMENT LIKE DR. PIDIPROOF LW/ ASIAN/ SEECO OR EQUIVALENT APPROVED BY ENGINEER-I/C CONFORMING TO IS:2645 AND FINISHED SMOOTH INCLUDING ALL LABOUR, T&P AND MATERIALS ETC. | 550 | SM | 354.75 | 195112.50 |
| 2. | PROVIDING & LAYING 1.2 MM THICK EPDM MEMBRANE:- PROVIDING & LAYING 1.14 TO 1.2 MM THICK NON REINFORCED "EPDM" MEMBRANE DR. FIXIT FLEXSHIELD BLACK/POLYFLEX/VERSICO OR EQUIVALENT AS APPROVED BY ENGINEER-I/C CONFORMING TO ASTM D4637-96 ON RCC SLAB WITH THE HELP OF APPROPRIATE MANUFACTURER RECOMMENDED BINDING ADHESIVES(RUBBER ADHESIVES) LIKE DR. FIXIT FLEXISHIELD ADHESIVE(BONDING)/ASIAN/STP/SIKA MAKE OR AS PER MANUFACTURER'S RECOMMENDATION. KEEP MINIMUM 100MM OVERLAP BETWEEN TWO ADJACENT MEMBRANES AND ADHERE IT WITH APPROPRIATE SPLICE ADHESIVE LIKE DR. FIXIT   |     |    |        |           |

FLEXSHIELD ADHESIVE/ASIAN/STP/SIKA MAKE OR EQUIVALENT AS PER MANUFACTURER'S RECOMMENDATION. THE ENTIRE APPLICATION PROCEDURE TO BE CARRIED OUT AS PER MANUFACTURER'S RECOMMENDATIONS ONLY.

550 SM 1021.68 561924.00

3. TERMINATION OF EPDM MEMBRANE:- THE MEMBRANE SHALL BE TAKEN TO A MINIMUM LEVEL OF 300MM ABOVE THE FINISHED LEVEL OF TERRACING.A GROOVE 10X10MM TO BE CUT ALL ALONG THE LENGTH OF THE PARAPET WALL. THE MEMBRANE TO BE TERMINATED IN THE GROOVE AND GROOVE TO BE SEALED WITH POLYMER MODIFIED MORTAR OR SEALANT. PROVIDING AND LAYING FLASHING ALL ALONG THE LENGTH OF THE WALL WITH ALUMINIUM STRIP ANCHORED AND THE EDGES OF THE MEMBRANE SEALED WITH SPECIALLY FORMULATED POLYURETHENE BASE SEALANT.

100 MR 354.75 35475.00

4. PROTECTION FROM FOOT TRAFFIC:- OVER THE MEMBRANE PROVIDING AND LAYING A GEOTEXTILE MAT OF 150 GSM FOR PROTECTION. OVER THE GEOTEXTILE MAT, PROVIDING & LAYING A PROTECTIVE PLASTER OF 20-25 MM OF CEMENT SAND MORTAR ADMIXED WITH INTEGRAL WATERPROOFING COMPOUND LIKE DR. FIXIT PIDIPROOF LW/ASIAN/SECO OR EQUIVALENT @200 ML/50KG CEMENT AND 100% VIRGIN HOMOPOLYMER POLYPROPYLENE MULTIFILAMENT FIBERS CONFIRMING TO ASTM C-1116 LIKE FIBERMESH STEALTH APPLIED @0.9KG/CUM OF MIX OR EQUIVALENT AS APPROVED BY ENGINEER-I/C IN ALL COMPLETE. OVER THE PROTECTIVE PLASTER PROVIDING AND LAYING BRICK TILES GROUTED WITH CEMENT MORTAR 1:3( 1 CEMENT:3 FINE SAND) MIXED WITH INTEGRAL WATER PROOFING COMPOUND AND FINISHED NEAT.

550 SM 780.45 429247.50

RATES WHICH ARE QUOTED BEYOND THE RANGE GIVEN BELOW MAY NOT BE CONSIDERED.

	LOWER LIMIT	UPPER LIMIT
FOR WORKED OUT ITEMS:	20% BELOW	10% ABOVE

I/WE HAVE GONE THROUGH ALL THE SPECIFICATIONS, SPECIAL & GENERAL CONDITIONS, CONTRACTOR'S OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

**FOR SCHEDULE ITEMS:**

**FOR WORKED OUT ITEMS**

**Rate of GST (.....%)**

[1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS, IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER MAY BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE MAY BE REJECTED.

2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]

3. DOCUMENTS NOT SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY OF THE BIDDER SHALL NOT BE ACCEPTED AND CONSIDERED FOR EVALUATION OF THE BID ETC.

**Annexure-G**

**PRICE BID (PART-II)**

<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> <b>हीप, रानीपुर (हरिद्वार)-249403</b>	
<b>Name of work : Waterproofing treatment on the terrace of 132 KV Sub Station, BHEL Haridwar.</b>	<b>NIT No.: BHEL/HEEP/WEX-WCS /19-20/6200/20190078 dt.18/07/19</b>
<b>Estimated Cost : Rs 12.60 lacs.</b>	<b>Time of comp. : 6 months</b>
<b>Earnest Money : Rs. 25,220/-</b>	<b>Tender Cost : Rs 500/-</b>

**BILL OF QUANTITY**

S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
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**Schedule items based on DSR 2002**

- 20 mm cement plaster of mix :: 1:4 (1 cement : 4 fine sand) CEMENT SHALL BE ISSUED FREE OF COST AT BHEL STORES  
(S. I. No. : 13.10.2 Page No:-147  
- (S.I. No.:13.10.2) Page No.:-)
- Supplying and applying bitumenous solution primer on roof and or wall surface at 0.24 litre per sqm  
(S. I. No. : 25.13)
- Grading roof for water proofing treatment with : Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)  
(S. I. No. : 25.15.2Page No:-248  
- (S.I. No.:4.5.4) Page No.:-254)

**Worked-out items:**

- CLEANING AND SURFACE PREPARATION: - TAKING OUT ALL THE EXISTING WATER PROOFING AND RESURFACING TREATMENT FROM THE MOTHER SLAB AS PER REQUIREMENT. THE SUB-BASE OF THE ROOF TOP STRUCTURE SHOULD BE CLEANED OF ALL DIRT, LOOSE MATERIAL ETC. AND KEPT DRY. IN CASE OF POT HOLES/CRACKS, THE SAME SHALL BE REPAIRED WITH CEMENT PUTTY USING BONDING AGENT LIKE DR. FIXIT PIDICRETE URP/ASIAN/SEECO OR EQUIVALENT APPROVED BY ENGINEER-I/C. (B) A PROPER GOLA(150MM X 100MM) HAS TO BE PROVIDED ALL AROUND THE ROOF THROUGHOUT THE JUNCTION OF ROOF AND PARAPET WITH CEMENT MORTAR OF MIIX 1:4 ADMIXED WITH APPROVED INTEGRAL WATERPROOFING COMPOUND @ 200ML/50KG CEMENT LIKE DR. PIDIPROOF LW/ ASIAN/ SEECO OR EQUIVALENT APPROVED BY ENGINEER-I/C CONFORMING TO IS:2645 AND FINISHED SMOOTH INCLUDING ALL LABOUR, T&P AND MATERIALS ETC.  
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	LOWER LIMIT	UPPER LIMIT
<b>FOR WORKED OUT ITEMS:</b>	<b>20% BELOW</b>	<b>10% ABOVE</b>

I/WE HAVE GONE THROUGH ALL THE SPECIFICATIONS, SPECIAL & GENERAL CONDITIONS, CONTRACTOR'S OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

**FOR SCHEDULE ITEMS:**

I/WE HEREBY TENDER ----- % (IN WORDS-----) **ABOVE / ATPAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**FOR WORKED OUT ITEMS**

I/WE HEREBY TENDER ----- % (IN WORDS-----) **ABOVE / ATPAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**Rate of GST (.....%)**

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