

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE ADMINISTRATION
BHEL HOUSE, SIRI FORT, NEW DELHI – 110049, Tel:011-66337439



**TENDER DOCUMENT
FOR
REFURBISHMENT OF PORTA CABIN AT BHEL HOUSE,
SIRI FORT, NEW DELHI**

NIT No: 14/2022-CO-HR-GAX Dated 08-02-2022

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LAST DATE FOR SUBMISSION: 18/02/2022 AT 14:30 Hrs.

(Signature & seal of the contractor)

NIT NO. 14/2022-CO-HR-GAX Dated 18-02-2022





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

Corporate Administration: BHEL House, Siri Fort,
New Delhi-110049 Tel: 011-66337439

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the following work at BHEL House, Siri Fort, New Delhi.

NAME OF WORK: REFURBISHMENT OF PORTA CABIN AT BHEL HOUSE, SIRI FORT, NEW DELHI

NIT No.: 14/2022-CO-HR-GAX Dated 08-02-2022

Period of work: 20 days from the date of placement of order.

Earnest Money: Rs.4500/- (Rupees Four Thousand Five Hundred only)

Tender Cost: Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at : 18/02/2022 at 14:30 Hrs.
BHEL House, Siri Fort New Delhi- 110049

Date of opening the tender : 18/02/2022 at 1500 Hrs.

Venue for opening of Tender : BHEL House, Siri Fort, New Delhi

The Tender Document may be obtained from the office of Manager/ (HR-GAX), BHEL House, Siri Fort, New Delhi -110049 free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the office of Manager/ (HR-GAX), between 9.00 AM to 5.30 PM on any working day latest by 18/02/2022 at 14:30. In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337439 or at e-mail: manishkbhaskar@bhel.in

(Manish Bhaskar)

Manager/HR-GAX & ISMG
On behalf of "BHEL"



(Signature & seal of the contractor)



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*Manish Bhaskar
8/2/22*

(Manish Bhaskar)
Manager/HR-GAX & ISMG
On behalf of "BHEL"



(Signature & seal of the contractor)

PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender documents duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-E-1) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelope super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates/percentages/amount as specified in the Price bid format.
10. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
11. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
12. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.

(Signature & seal of the contractor)



14. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final. Any queries regarding this tender may be clarified from Manager/ (HR-GAX & ISMG), on Telephone No.-011-66337439 or at e-mail: manishkbhaskar@bhel.in

15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

B. PRE-QUALIFYING CRITERIA:

- 1) **EMD of Rs.4500/- (Rupees Four Thousand Five Hundred only)** only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
- 2) The bidder should have **PAN No. & GSTIN Registration No.**
- 3) The bidder's average annual financial turnover during the last three financial years ending 31.03.2021 should be at least **Rs. 0.67 lakhs.**

The experience of having successfully completed similar Works (**Similar work shall mean execution of Civil Construction/Renovation/Maintenance works**) for any Central Govt. / State Govt./ PSUs/ Public Limited Company/ Private Limited Company during last 7 years ending on **31-01-2022** should be either of the following:

- a) Three similar completed jobs/ services costing not less than Rs. **0.8 Lakhs** each.
Or
- b) Two similar completed jobs/ services costing not less than Rs. **1.11 Lakhs** each.
Or
- c) One similar completed jobs/ services costing not less than Rs. **1.77 Lakhs.**

4) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) **Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.**
- b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21 duly verified by CA.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21. Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the similar Works (**Similar work shall mean execution of Civil Construction/Renovation/Maintenance works**) for any Central Govt. / State Govt./ PSUs/ Public Limited Company/ Private Limited Company executed by the bidders during last 7 years ending on 31-01-2022. BHEL reserves the right to cross check the documents from the issuing department/ company.

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- d) Self-attested copies of the **PAN No. & GSTIN Registration No.**
- e) The Bidder must submit a declaration (enclosed at Annexure -E2), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- f) No deviation certificate as per Annexure -E3 (enclosed) must be signed and stamped.
- g) Bidder must submit the technical details in the enclosed format (Annexure-E4).
- h) Bidder must submit the bidder's details in the enclosed format (Annexure-E5).
- i) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – E-6).
- j) Bidder must submit the check list enclosed at Annexure-E7 after duly filled and signed.

C. GENERAL CONDITIONS OF CONTRACT (GCC):

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote a single overall percentage, (+) above, (-) below or at par with the tender rates at **S. No. 06** of Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- 9) The rates/amount/percentage quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- 10) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the technico-commercial bid.

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11) **EVALUTION CRITERIA:** BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation. However, bids with deviations are liable for rejection.

Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bidder without assigning reason for the same.

Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order based on the rates quoted for foreign exchange (Sale of Currency).

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
- 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.
- 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 to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

13) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of Rs 100/-. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period 60 days and then after for maintenance period of another one year. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.

14) **COMPLETION PERIOD:** The work completion period will be **20 days** from the date of placement of order. Entire work has to be completed within the contract period.

(Signature & seal of the contractor)



15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been sublet, the contract shall be terminated immediately & Security Deposit shall be forfeited.

16) The contractor should have **PF code number & ESI code number** before the start of work.

17) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.

18) The contractor will be responsible for the quality of the work and it is to be guaranteed for a period of one year from the date of actual completion of contract.

19) Period of guarantee/ maintenance shall mean the period of one year which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.

20) **WATER & ELECTRICITY:** Electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

a) Electricity shall be provided by BHEL free of cost.

b) Construction water required for the site shall be arranged by the contractor. Contractor should decide for storage of sufficient quantity of water to meet his requirement.

c) Contractor shall make his/ their own arrangement of electricity connection and laying of connection from existing main of source of supply as directed by Engineer In charge.

d) BHEL do not guaranty to maintain uninterrupted supply of electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

e) In case of power cuts/ load shedding, no compensation for idle labour or extension of time for completion of work will be given to contractor.

21) **STORES AND MATERIALS ON SITE:**

a) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.

b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.

c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.

(Signature & seal of the contractor)



- d) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- e) Contractor will remove the temporary stores/ structure before claiming the final bill.

22) PAYMENT TERMS:

- a) No advance payment or the payment for mobilization of work will be made to the contractor.
- b) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- c) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- d) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- e) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST & notional interest thereon. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- f) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- g) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- h) The contractor shall aid with appliances and other things necessary for measurement without extra charge.
- i) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by him to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- j) No payment shall be made for the work done without the permission of Engineer-in-Charge.

23) TAXES/DUTIES

- a) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

(Signature & seal of the contractor)



- e) Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- h) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- i) The successful bidder must comply to all statutory regulations applicable to this contract. Any obligations on account of above will be liability of the successful bidder. Any toll/state entry fee, if any or any other charges required to be paid to any authority for carrying out said work shall be paid/borne by contractor.

24) LIQUIDATED DAMAGE(LD) / PENALTY FOR DELAY

- a) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. The LD shall be applicable on contractual value or executed value of works, whichever is more. Further in case of LD recovery, the applicable GST shall also be recoverable.

25) PVC/ ORC/Bonus: Is not applicable to this contract

26) EARNEST MONEY DEPOSIT (EMD):

- 1) EMD of Rs.4500/- (Rupees Four Thousand Five Hundred only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
- 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Work within the period as per LOI/ Contract.
- 3) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.

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- 5) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- 6) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udyam Registration Certificate or valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.

27) **SECURITY DEPOSIT:**

- a. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of Contract Value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque 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.
 - 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).
- b. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- c. The security deposit shall not carry any interest.
- d. The validity of Security Deposit shall be initially up to the validity of contract + six months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- e. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of

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contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.

- f. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon completion of Guarantee/ Maintenance period of one year from the date of actual completion of work, after deducting all expenses / other amounts due to BHEL under the contract.
- g. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
 - i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- h. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest.
 - i. 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 and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole 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, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

28) **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

29) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

30) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the

(Signature & seal of the contractor)



contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

- 31) Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 32) POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 33) SECRECY OF CONFIDENTIAL INFORMATION: The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

- 34) CONCILIATION: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

ARBITRATION:

- 35) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

(Signature & seal of the contractor)



The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

36) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

37) APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

38) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or

(Signature & seal of the contractor)

by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

39) **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

- a. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- b. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- e. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

g. **Risk and Cost against Balance Work:**

$$\text{Risk & Cost Amount} = [(A-B) + (A \times H/100)]$$

(Signature & seal of the contractor)



Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

40) **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

41) **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviations mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

42) **VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.

43) **PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts,

(Signature & seal of the contractor)



submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

- 44) The evaluation currency for this tender shall be INR.
- 45) DUE DILIGENCE: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

D. SPECIAL CONDITIONS RELATED TO THE WORK

- a) Supply, welding & fixing of MS angle of size 50 mm X 5 mm in floor for extra support having total quantity 60 R-ft.
- b) Supply & fixing of glass wool insulation on side wall and ceiling having dimensions as (Thk: - 50 mm, density: - 48 kg/m3) having total area 608 sq-ft.
- c) Supply & fixing of 12 mm thick MDF boards conforming to IS 15512:2004 for internal wall paneling up to 8' height and all vertical & horizontal corners will be neatly & smoothly finished with Aluminum L angles having total area 448 sq-ft.
- d) Supply & fixing of 8 mm thick MDF boards conforming to IS 15512:2004 in roof with all vertical & horizontal corner will be neatly & smoothly finished with Aluminum L angles having total area 160 sq-ft
- e) Supply & fixing of 19 mm thick cement board conforming to IS 710:2017 fixed with self-taping screw and pasting of 1.5 mm thick PVC Vinyl flooring having total area 160 sqft
- f) The subject work shall be carried out up to the satisfaction of Engineer-in-charge.
- g) The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications and relevant IS codes for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- h) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL.
- i) All tools and tackles required for proper completion of work shall be arranged by contractor.
- j) After completion of the work at the site, contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- k) The Source of Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.

(Signature & seal of the contractor)



- l) Proper curing of all the cement work as per IS specifications shall be done by contractor on no extra claim.
- m) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- n) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- o) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- p) **WORKMANSHIP:** **Good workmanship is an essential requirement to be complied with.** The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- q) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- r) **GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of six-months from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period and it shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge. In case of not attending any rectification/ repairing work by the contractor, the rectification work will be carried out by any outside agency and recovery will be done from the contractor.

E. CONTRACTOR'S OBLIGATION:

- 1) "The Bidder along with its associate/collaborators/sub-contractors/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 any fraud or suspected fraud as soon as it comes to their notice."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.

(Signature & seal of the contractor)

- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep BHEL indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of BHEL's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep BHEL Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 10) In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI (if applicable) with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by the BHEL, if any, including costs incurred thereon. In that event BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of BHEL (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace

(Signature & seal of the contractor)

the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.

- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.


(Manish K Bhaskar)
Manager/ (HR-GAX)
On behalf of "BHEL"



(Signature & seal of the contractor)

UN- PRICE BID

NAME OF WORK: REFURBISHMENT OF PORTA CABIN AT BHEL HOUSE, SIRI FORT, NEW DELHI

Sl. No	Description of Item	Unit	Qty	Rate	Amount
1	Supply, Welding and Fixing of MS angle of size 50 mm X 5 mm in floor for extra support	R-ft	60	95	5700
2	Supply and Fixing of glass wool insulation on side wall and ceiling having dimensions as per following: (Thk: 50 mm, Density: - 48 kg/m3	Sqft	608	62	37696
3	Supply and Fixing of 12 mm thick MDF boards conforming to IS 15512:2004 for internal wall paneling up to 8' height and all vertical & horizontal corners will be neatly & horizontally finished with Aluminum L angles	Sqft	448	175	78400
4	Supply and fixing of 8 mm thick MDF boards conforming to IS 15512:2004 in roof with all vertical & horizontal corner will be neatly & smoothly finished with Aluminum L angles	Sqft	160	155	24800
5	Supply and fixing of 19 mm thick cement board conforming to IS 710:2017 fixed with self-taping screw and pasting of 1.5 mm thick PVC Vinyl flooring	Sqft	160	255	40800
6	Total Estimated Amount (excluding GST) in Rs.				1,87,396
7	Percentage Above (+)/ Below (-) at par with S. No. 6				
8	Total Quoted Amount after applying percentage (S. No. 6) (excluding of GST) in Rs.				
9	GST @ _____ % of Total				
10	Total Amount inclusive of GST (in Rs.)				

(SIGNATURE & SEAL OF THE CONTRACTOR)

(Signature & seal of the contractor)



DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the contractor)

Place:

Date:

(Signature & seal of the contractor)



No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by us is confirming to all the terms and 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 & seal of the contractor)

(Signature & seal of the contractor)



TECHNICAL DETAILS

	Rs. Lacs		
TURNOVER (F.Y.)	2018-19	2019-20	2020-21

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

EPF Registration number	
ESI Registration number	
PAN Card No.	
GST Registration No.	

Income Tax Return (F.Y.)	2018-19	2019-20	2020-21
EMD Details	DD/ PO No.	Date	Amount
Details of manpower			

(Signature & seal of the contractor)

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

(Signature & seal of the contractor)

(Signature & seal of the contractor)



DECLARATION OF GST BENEFITS

I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:

(Signature & seal of the contractor)



**CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 4500/- in the prescribed mode in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement of last three financial years duly verified by CA.		
4	Acknowledgement of IT returns (ITR) of last three financial years.		
5	Copy of the PAN card.		
6	Copy of GSTIN No. registration certificate		
7	Copy of EPF Registration		
8	Copy of ESI Registration		
9	Declaration enclosed at Annexure – E2		
10	No deviation certificate enclosed at Annexure – E3		
11	Technical details as per Annexure-E4		
12	Bidder's detail as per Annexure- E5		
13	Declaration of GST Benefits as per Annexure – E6		
14	All the pages of tender document have been signed		
15	Sealed envelope of price bid submitted.		

(Signature & seal of the contractor)

(Signature & seal of the contractor)



PART 'B' – PRICE BID

NAME OF WORK: REFURBISHMENT OF PORTA CABIN AT BHEL HOUSE, SIRI FORT, NEW DELHI

Sl. No	Description of Item	Unit	Qty	Rate	Amount
1	Supply, Welding and Fixing of MS angle of size 50 mm X 5 mm in floor for extra support	R-ft	60	95	5700
2	Supply and Fixing of glass wool insulation on side wall and ceiling having dimensions as per following: (Thk: 50 mm, Density: - 48 kg/m3	Sqft	608	62	37696
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4	Supply and fixing of 8 mm thick MDF boards conforming to IS 15512:2004 in roof with all vertical & horizontal corner will be neatly & smoothly finished with Aluminum L angles	Sqft	160	155	24800
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6	Total Estimated Amount (excluding GST) in Rs.				1,87,396
7	Percentage Above (+)/ Below (-) at par with S. No. 6				
8	Total Quoted Amount after applying percentage (S. No. 6) (excluding of GST) in Rs.				
9	GST @ _____ % of Total				
10	Total Amount inclusive of GST (in Rs.)				

(SIGNATURE & SEAL OF THE CONTRACTOR)

(Signature & seal of the contractor)

E-Banking Mandate Form
(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)

Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)

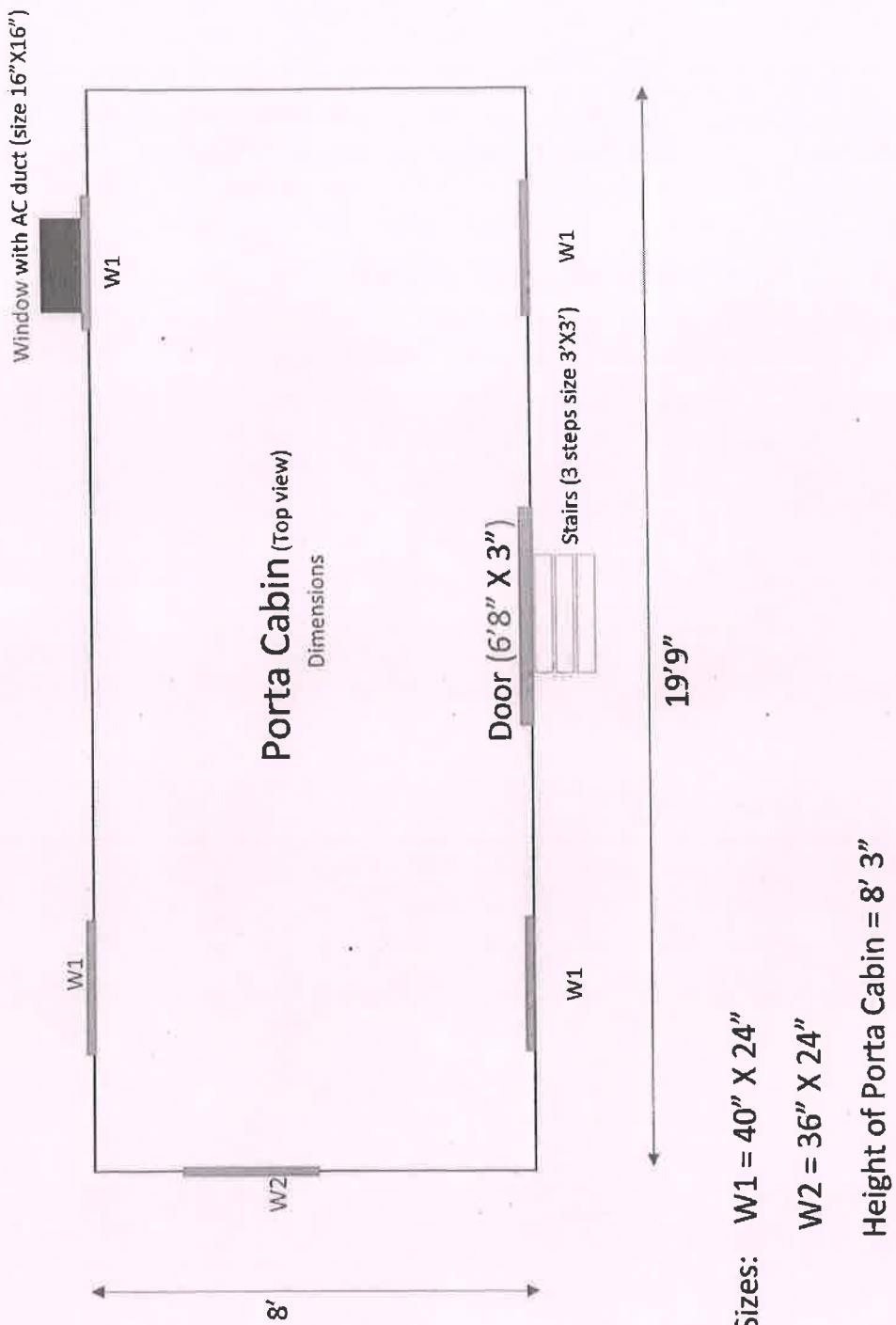
Signature of the Authorized Officer

(Signature & seal of the contractor)



657999/2022/CO-HR-GAX

Porta Cabin near Dispensary Area



(Signature & seal of the contractor)

NIT NO. 14/2022-CO-HR-GAX Dated 18-02-2022

