



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

कॉर्पोरेट प्रशासन- न्यू बिल्डिंग कैम्पस / CORPORATE ADMIN. - NEW BUILDING CAMPUS
प्लॉट सं. -25, सैक्टर-16 ए, फ़िल्म सिटी / PLOT No.-25, SECTOR-16A, FILM CITY
नोएडा-201301 (उ. प्र.) / NOIDA- 201301 (U.P.)



TENDER DOCUMENT

FOR

**Whitewash & Painting work in Basement Parking Areas in BHEL- New Building
Campus, Plot No. - 25, Sector- 16A, Film City, Noida.**

निविदा संख्या/ NIT No.- AA: CAG-NBP: WWP/23-24/04

Dated: 02.12.2023

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जमा करने के अंतिम तिथि : 09.12.2023 15:00 बजे।
LAST DATE FOR SUBMISSION : 09.12.2023 AT 15:00 Hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.

कॉर्पोरेट प्रशासन- न्यू बिल्डिंग कैम्पस, सेक्टर-16 ए, नोएडा- 201301 (यू.पी.),
Corporate Administration-New Building Campus, Sector-16A, Noida-201301 (U.P.)

खुली निविदा आमंत्रित करने की सूचना
NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in Two Part Bid system for the following work: -

Name of Work : Whitewash & Painting Work in Basement Parking areas in BHEL-
New Building Campus, Plot No. - 25, Sector- 16A, Film City, Noida.

NIT No. : AA: CAG-NBP: WWP/23-24/04 **Dated:** 02.12.2023

Period of Completion : 04 Months

Earnest Money Deposit : Rs. 75515/- (Rupees Eight Thousand Nine Hundred & Forty Six only)

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender : 09.12.2023 at 15:00 Hrs.

Date of opening the tender : 09.12.2023 at 15:30 Hrs.

Venue for Submission/ Opening of Tender : BHEL-New Building, Plot No-25, Sector-
16A, Film City, Noida

The Tender Documents may be downloaded/ obtained from BHEL website (www.bhel.com) or from e-procurement website (<https://eprocurebhel.co.in>). In case of any clarification the bidder can contact to undersigned on phone no. 9721454961 or at e-mail: veer.singh@bhel.in.

Engineer (CAG - NBP)
On behalf of "BHEL"

**भाग ए - टेकनो कमर्शियल बिड****PART 'A' – TECHNO- COMMERCIAL BID****A. INSTRUCTIONS FOR THE BIDDERS/TENDERERS: -**

1. Procedure for Submission of Tenders: This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Tenders must be submitted in two parts only, i.e., (i) Techno-Commercial Bid along with Un- Price Bid and (ii) sealed Price Bid.

2. Documents Comprising the E- Tender

The tender shall be submitted online ONLY EXCEPT EMD (in Physical form) as mentioned below:

(a) Technical Bid / Tender (UN Priced Tender)

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.

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause no. 23. Alternatively, documentary evidence for claiming exemption as per clause no. 23 (iii) of NIT.

ii. Technical Bid (without indicating any prices).

(b) Price Bid:

i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.

ii. The price should be quoted for the accounting unit indicated in the e-tender document.

iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

3. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.



4. DO NOT'S : Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

5 . Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

6. The Requirement:

- i. A PC with Internet connectivity &
- ii. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

The contact details of the service provider is Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

7. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
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.



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 in the event of any. Any queries regarding this tender may be clarified from Engineer (CAG-NBP), on Phone no.- 9721454961 or at e-mail: veer.singh@bhel.in & Sr. Mgr. (CAG-NBP) on Phone no.- 8191008726 or at e-mail: shrikant.verma@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.

16. Part- B bids (Price Bid) of only Techno- commercially qualified parties shall be opened. The date of opening of Part- B bids (Price Bid) shall be communicated to all the techno-commercially qualified bidders.

B. **PRE-QUALIFYING CRITERIA:**

1) The Earnest Money Deposit (EMD) of Rs. 75515/- (Rupees Seventy-Five Thousand Five Hundred & Fifteen) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) 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 Bidder, a/c BHEL).

2) The bidder's average annual financial turnover during the last three financial years ending **31.03.2023** should be at least Rs 11.33 lakhs.

3) The experience of having successfully completed similar Works (Similar work shall mean execution of Civil Renovation/Repair/Construction works/cleaning of tanks) during last 7 years ending on **31.10.2023** should be either of the following: -

- a) **Three** similar completed jobs/ services costing not less than **Rs. 15.10 Lakhs each**
Or
- b) **Two** similar completed jobs/ services costing not less than **Rs. 18.88 Lakhs each**
Or
- c) **One** similar completed jobs/ services costing not less than **Rs. 30.21 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 CA certificate OR Balance Sheet and Profits & Loss Account statements of last three financial years i.e. 2020-21 & 2021-22 & 2022-23.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. 2020-21 & 2021-22 & 2022-23.



- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on **31.10.2023**. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Self-attested copies of the **PAN No.**
- f) The Bidder must Submit a declaration (enclosed at **Annexure - E**), 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.
- g) No deviation certificate as per **Annexure -F** (enclosed) must be signed and stamped.
- h) Bidder must submit the bidder's details in the enclosed format (**Annexure-G**)
- i) MSME registration Certificate (optional).

C. GENERAL TERMS & CONDITIONS: -

- 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 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 shall 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) If GST is applicable to the vendor then the vendor should provide the GST registration Certificate also.
- 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 (if applicable). GST, if applicable to the vendor 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 techno commercial bid.
- 11) **EVALUTION CRITERIA:** Evaluation will be done on overall L-1 rate excluding GST (i.e. on S. No. 3 of Price Bid).
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 bidder.
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) REVERSE AUCTION:**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

13) 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.

14) COMPLETION PERIOD: The completion period will be **04 Months** from the date of award of work order. Prior intimation to be given for cleaning of tanks as & when required.

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 subletted, the contract shall be terminated immediately.

16) The contractor should have PF code number & ESI code number before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.

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/services and it is to be guaranteed for a period of 12 months from the date of actual completion of contract.

19) Period of guarantee/ maintenance shall mean the period of 12 months, 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: - Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

- a) Water & Electricity shall be provided free of cost.
- b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer in charge.
- c) BHEL does not guaranty to maintain uninterrupted supply of water/ 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 water/ 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.

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.
- d) BHEL will not provide any compensation due to theft or loss of contractor's materials. 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) TERMS OF PAYMENT: -

- a) No Advance Payment or the payment for mobilization of work will be made to the Contractors.
- b) The Payment of Final bill will be made only after obtaining certificate of satisfactory completion and satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the bill.
- c) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- d) Bills by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at Si.No. 23 (Taxes & Duties). The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL
- e) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- f) 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.

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 complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTN 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 is "09AAACB4146PBZ3".
- d) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 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.

24) EARNEST MONEY DEPOSIT (EMD):-

- i) The Earnest Money Deposit (EMD) of Rs. 75515/- only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
- a) Electronic Fund Transfer credited in BHEL account (before tender opening)

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J, GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI
IFSC	KKBK0000172
CA No.	9011196535
MICR No.	110485002
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

- b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- c) 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 Bidder, a/c BHEL).
- ii) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- iii) Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part A - Bid.
- iv) EMD of the tenderer will be forfeited if:
- a) 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.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per Work Order.
- c) 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.
- v) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- vi) EMD shall not carry any interest.
- vii) EMD of successful tenderer will be retained as part of Security Deposit.

25) SECURITY DEPOSIT: -

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be **5% of work order value**
The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:



- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay order / demand draft in favour of BHEL.
 - iii) Local cheques of schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
 - ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against S. No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c) Bidders agrees to submit performance security required for execution of the contract within 7 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.
- d) The Security Deposit will be released only after completion of Guarantee/ Maintenance period of 12 months from the date of actual completion of work.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and may 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.

26) LD / PENALTY FOR DELAY & QUALITY: -

- a. The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b. The contractor will have to complete all the work in New Building Basement Parking areas including Scraping, Water Thinnable Primer Coat, applying cement-based putty, Water Proofing Cement Paint & Synthetic Enamel Painting within the assigned period including holidays by deploying sufficient man powers. Delay in completion of Awarded Contract Work that may take place beyond contractual schedule shall be subject to imposition of penalty at the rate of 0.5 % Per Week of the Total Value of Work.
- c. However, the total penalty due to delay will be up to maximum 10% of total contract value.
- d. In case of LD recovery, GST shall be applicable as per Rules.

27) BONUS CLAUSE, PVC & ORC are not applicable for the Subject NIT.



- 28) **TERMINATION OF CONTRACT:** BHEL may terminate the contract earlier by giving not less than fifteen day's written notice of termination to the successful tenderer, if the successful tenderer does not remedy a failure in performance of their obligation under the contract or without assigning any reason, within fifteen days after being notified and without prejudice to the rights the Company to recover any amount becoming due under this Contract. 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.
- 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 survivors.
- 30) **BREACH OF CONTRACT AND TERMINATION:** Following cases shall be considered as terms of breach of contract:
- Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - Non-completion of Work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - Termination of Contract on account of any other reason (s) attributable to Contractor. If at any time the Contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
 - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
 - Non-compliance to any contractual condition or any other default attributable to Contractor.

RECOVERY IN CASE OF BREACH OF CONTRACT

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available under any other contract with BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract.

- 31) **POST TECHNICAL AUDIT OF WORK AND 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.



- 32) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

D. SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK: -

- 1) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. 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.
- 2) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL. All the materials like Water Thinnable Cement Primer, Water Proofing Cement Paints, Synthetic Enamel Paints, Cement based Putty etc. will be approved by Engineer In-charge before use. Water Thinnable Cement Primer, Water Proofing Cement Paints, Synthetic Enamel Paints, Cement based putty of standard manufacturer as in below table will be acceptable.

S. N.	Name of Material/ Fittings	Make/ Brand
1	Water thinnable Cement Primer.	Asian Paints, Berger, Nerolac, Dulux
2	Water Proofing Cement Paint	Asian Paints, Berger, Nerolac, Dulux
3	Synthetic Enamel Paint	Asian Paints (Apcolite Premium Gloss Enamel), Berger (Luxol High Gloss Enamel), Nerolac (Synthetic Enamel), Dulux (Gloss)
4	White Cement based Putty	JK or Birla

- 3) All other materials like Steiner & thinner etc. will be arranged by contractor. No materials & tools will be supplied by the BHEL. All tools & tackles like scrapper, brush, ladder etc. will be arranged by the contractor.
- 4) The contractor will have to complete all the work at walls, columns including scraping, primer coat, applying cement-based putty, Enamel painting within the assigned period including holidays by deploying sufficient man powers.
- 5) The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in BHEL New Building Premises at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
- 6) The work will be done up to the satisfaction of engineer in charge along with the residents of the flat. If the quality of work is not up to the mark re-work will be done without any extra claim.



- 7) Any misconduct with the officials will not be tolerated.
- 8) Any damage of officials owns belonging due to the negligence of contractor's worker, the recovery will be done from the contractor.
- 9) Basement areas Column Pillars up to 2.0 Mt height shall be painted in different colour shades for identification purposes as per the direction of site in charge.
- 10) After completion of paint work at any wall, column, all dropping of paints & stains from floor & glass etc. will be cleaned by the contractor at no extra claim.
- 11) It is advisable not to wash the bucket of paints/ distemper in bathrooms/ toilets of building. It may choke the drain of toilet. In case of so, contractor will clear the choke and if WC seat is required to be replaced due to choking, the contractor will replace the WC seat without any extra claim.
- 12) Maintenance period shall be 12 months from the date of actual completion of work and full security deposit will be retained for the maintenance period. In case of peeling off the paint coat in any room of a flat the contractor will do re-work in whole room without any extra claim. If contractor fail to attend the problem the rectification work will be carried out by any outside agency and payment for the rectification work will be made from the security deposit.
- 13) The security deposit will be released only after carrying out required maintenance if any, to the entire satisfaction of Engineer In charge.
- 14) After completion of the work in the building the contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 15) The Walls, Columns etc. will be handed over to the contractor depending upon the site requirement. It may be noted that the nos. of wall, column handed over to the contractor in a month may vary. Thus, the contractor should be well prepared for the above circumstances.
- 16) After completion of the work at the site, contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 17) The Source of Water and Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.
- 18) Proper curing of all the cement work (if applicable) as per IS specifications shall be done by contractor on no extra claim.
- 19) **CARE OF BUILDINGS & STRUCTURES** shall be taken by the contractor to avoid damage to the existing buildings / structures 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.
- 20) **QUALITY OF WORK:** - 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.
- 21) **INSPECTION OF MATERIALS/WORK:** - All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 22) **WORKMANSHIP:** - Good workmanship is an essential requirement to be complied with: The entire work shall conform to tender terms & conditions. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 23) **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.



- 24) **GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of 12 months/one year from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period of 12 months. 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.
- 25) **The bidders are advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from the Engineer (CA-NBP), on Telephone No.- 9721454961 or at e-mail: veer.singh@bhel.in.**

E. CONTRACTOR'S OBLIGATION: -

- 1) The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Contractors 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 hail and 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 I any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company 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 Company'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 the Company 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 the Company 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 with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company 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 Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate the Company, if the Company 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 the Company (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 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 the 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 employees or the staff of BHEL offices.

(Veer Singh)

Engineer (CAG - NBP)

On behalf of "BHEL"

**UN- PRICE BID**

Name of Work: Whitewash & Painting work in basement parking areas in BHEL- New Building Campus, Plot No. - 25, Sector- 16A, Film City, Noida.

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT INCLUDING Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	White Wash and Painting Work in Basement Parking and other areas in BHEL New Building Project, Noida.					
1.01	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface.	20715.000	Sqm	60.000	1242900.000	INR Twelve Lakh Forty Two Thousand Nine Hundred Only
1.02	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm).	15915.000	Sqm	91.250	1452243.750	INR Fourteen Lakh Fifty Two Thousand Two Hundred & Forty Three and Paise Seventy Five Only
1.03	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	4800.000	Sqm	177.150	850320.000	INR Eight Lakh Fifty Thousand Three Hundred & Twenty Only
1.04	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	2000.000	Sqm	115.150	230300.000	INR Two Lakh Thirty Thousand Three Hundred Only
Total in Figures					3775763.750	INR Thirty Seven Lakh Seventy Five Thousand Seven Hundred & Sixty Three and Paise Seventy Five Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Note: - Only select (+/-) & % to be quoted in price bid/BOQ format.

ANNEXURE - D**PRICE BID**

Name of Work: Whitewash & Painting work in basement parking areas in BHEL- New Building Campus, Plot No. - 25, Sector- 16A, Film City, Noida.

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT INCLUDING Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	White Wash and Painting Work in Basement Parking and other areas in BHEL New Building Project, Noida.					
1.01	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface.	20715.000	Sqm	60.000	1242900.000	INR Twelve Lakh Forty Two Thousand Nine Hundred Only
1.02	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm).	15915.000	Sqm	91.250	1452243.750	INR Fourteen Lakh Fifty Two Thousand Two Hundred & Forty Three and Paise Seventy Five Only
1.03	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	4800.000	Sqm	177.150	850320.000	INR Eight Lakh Fifty Thousand Three Hundred & Twenty Only
1.04	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	2000.000	Sqm	115.150	230300.000	INR Two Lakh Thirty Thousand Three Hundred Only
Total in Figures					3775763.750	INR Thirty Seven Lakh Seventy Five Thousand Seven Hundred & Sixty Three and Paise Seventy Five Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Note: 1. Only select (+/-) & % to be quoted in price bid/BOQ format.

2. Any deviation by means of changing the estimated rate of an individual item or modification of quantity to be supplied will be treated as non-acceptance of tender terms and bid will be rejected.



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 Bidder)

Place:

Date:



ANNEXURE - F

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 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 Bidder)

ANNEXURE - G**BIDDER'S DETAILS**

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

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