



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,  
Siri Fort, New Delhi-110049  
Tele No. 011- 66337401

**निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER**

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in two parts viz. Techno-commercial (Part-I) and Price (Part-II) bids for **Supply and laying of interlocking paver blocks (civil works) in BHEL House, New Delhi; parking area and other areas**

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

**SCHEDULE TO TENDER**

1.	Tender Reference No.	AA: GAX:24: PB:101
2.	Date of Issue of Tender:	13/05/2024
3.	Tender Title:	<b>Supply and laying of interlocking paver blocks (civil works) in BHEL House</b>
4.	Name of BHEL Units where work is to be carried out	BHEL-House Sirifort New Delhi
5.	Last date/ time for receipt of tender:	<b>23/05/2024 by 11:30 AM</b>
6.	Date/ time of opening of (Part-I):	<b>23/05/2024 at 12:00 PM</b>
7.	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
8.	Tender will be opened at:	<b>Corporate Office, BHEL House, Siri Fort</b>
9.	Date/Time of Conducting Reverse Auction:	Will be intimated separately.
10.	EMD (₹):	<b>Nil</b>
11.	Minimum Validity of tender offer:	90 days from the due date of submission of offer
12.	Scope of Work:	<b>Supply and laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas</b>
13.	Duration of Contract:	30 days

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of  
Bharat Heavy Electricals Ltd.

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager (Meena Thakran)  
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
No. 011-66337401/9625062397 or e-mail: meenat@bhel.in  
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**मीना ठाकरान** / MEENA THAKRAN  
 प्रबंधक / Manager  
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**SECTION-I**  
**GENERAL CONDITIONS OF TENDER**

**1. GENERAL INSTRUCTION TO BIDDERS**

**1.1. SUBMISSION INSTRUCTION**

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study,

examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

## 1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
- 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4. **SITE VISIT:** Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary

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information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

- 1.3. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. **TENDER OPENING:**

- 1.4.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. The last day of submission (or the extended date of submission) and the opening date of part-I (Techno-commercial bid) shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

- 1.4.2. **Post techno – commercial evaluation of the bidders, BHEL shall be resorting to Reverse Auction (RA) for this tender.**

- 1.4.3. **“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.”**

1.5. **LANGUAGE**

- 1.5.1. **The bidder shall quote the “Rates (in %) (Above or below wrt BHEL estimated Amount” in English language and international numerals ONLY. The “Rates (in %)” shall be entered in figures as well as in words.**

- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.

- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.

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- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.6. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS**: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.
- 1.6.1. **"Rates (in %)"** must be quoted in figures as well as in words. If there is a discrepancy between words and figures, the higher percentage shall be considered for evaluation and lower percentage shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- 1.6.2. **"Rates (in %)"** shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.6.3. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines. If any bidder does not accept the correction of errors, their bids will be disqualified.
- 1.6.4. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 1.7. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns/rows where quote is to be offered by the bidder.
- 1.8. **TENDER PRICES**:
- 1.8.1. **If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.**
- 1.8.2. **L-1 shall be decided on the basis of TOTAL COST TO COMPANY**; amongst the remaining bidder(s) after removal of unresponsive bid(s); with due process of Reverse auction.
- 1.8.3. While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc.
- 1.8.4. All duties, taxes and other levies payable by the seller under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.

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1.8.5. Lowest "PRICE" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

1.9. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before conducting Reverse Auction.

1.9.1. Evaluation of the bids shall be carried out by a tender committee of BHEL. The tender committee will technically qualify the bidders in line with tender terms & conditions. Financial Evaluation shall be done on the "Total cost to Company".

1.9.2. Reverse Auction (RA) shall be conducted among techno-commercially acceptable bidders, for further evaluation. Techno-commercially acceptable bidders shall be informed of the date & time of conducting Reverse Auction telephonically or email by BHEL. The Reverse Auction shall be conducted on the due date and time.

1.9.3. Based on the outcome of RA, the bidders would be ranked from L-1 position in ascending order on the basis of "Total cost to Company".

1.10. **APPLICABLE CONTRACTUAL VARIATIONS:**

1.10.1 Within the validity or any extension of contract thereof, rates shall remain **firm** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

1.11. **VALIDITY OF OFFER:** Offers shall remain valid for **90 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

1.12. **SECURITY DEPOSIT:**

1.12.1 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 the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

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- 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. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- vi) Insurance Surety Bonds  
(Note: 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)

1.12.2 **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, with the approval of the authority competent to award the work.

1.12.3 In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder..

1.12.4 The security deposit shall not carry any interest.

1.12.5 The validity of Security Deposit shall be initially up to the validity of contract + Three months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

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

1.12.7 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after completion of Guarantee/ Maintenance period of 03 months from the date of actual completion of work whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

1.12.8 **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.

### 1.13 **REJECTION OF BIDS**

1.13.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

1.13.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.

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- 1.13.3 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.13.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.13.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.13.6 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.13.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.14 "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

Integrity commitment, performance of the contract and punitive action thereof:

**COMMITMENT BY BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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**If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".**

1.15 The Bidder(s) 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.

**1.16 BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

- i. In case of breach of contract, 10% of the contract value shall be recovered from the contractor. This 10% of the recovery amount is other than the penalty/LD amount mentioned elsewhere in the contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.
- ii. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the NIT/contract.
- iii. Following cases shall be considered as terms of breach of contract:
  - a) Contractor/ 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.

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. 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 10 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- 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.*

- 1.17 The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.18 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.19 In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.20 In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.21 In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

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- 1.22 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.23 The Contractor will be abiding to execute the work assignments on contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.24 The Contractor will be responsible for the quality of the work and will immediately rectify the deficiency pointed out in the work performed.
- 1.25 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.26 **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 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.
- 1.27 **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.
- 1.28 **SECURITY 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**

- 1.29 **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.

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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.

### 1.30 **ARBITRATION:**

1.30.1 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 .

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.

1.30.2 **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 22.05.2018dated 22.05.2018 as amended.

1.31 **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

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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.

- 1.32 **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.

- 1.33 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation 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.
- 1.34 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will remain in force for a period of 01 month from the date of award of work order. However, this contract shall be liable for termination earlier by the BHEL at any time by giving minimum 10 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.35 **MAINTENANCE PERIOD:** The contractor will be responsible for the quality of the work/services and it is to be guaranteed for a **period of 03 months** from the date of actual completion of contract. Period of guarantee/ maintenance shall mean the period of 03 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.

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Supply & laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas

भारतीय भारी विद्युत निगम लिमिटेड / Bharat Heavy Electricals Limited  
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- 1.36 Lowest rates received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.37 **NO CLAIM CERTIFICATE:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (**WAM 10**)" in favour of BHEL in such forms as shall be required by BHEL after the finalization of contract.
- 1.38 The quality of the works will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.39 **LISASONING WITH LOCAL AND STATE AUTHORITIES:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.40 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.
- 1.41 **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.
- 1.42 **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, 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.
- 1.43 The evaluation currency for this tender shall be INR.
- 1.44 **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.
- 1.45 **CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices

to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf and
  2. Indian/foreign agent on behalf of only one principal;**or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business”.

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**SECTION-II****SCOPE OF WORK**

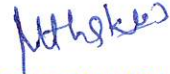
- 1) **Paver Block Test & Sample Approval:** Test certificate shall be submitted by contractor after quality check of paver block to be supplied & laid under this project. Contractor shall get sample approved from Engineer-in-charge before supply & laying.
- 2) Details of work to be executed are as follows:

<b>Supply and laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas</b>			
<b>S. No.</b>	<b>Description of Items.</b>	<b>UoM</b>	<b>Tentative Qty. (sqm) (A)</b>
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in-Charge:	sqm	1000
2	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	sqm	1000
3	Disposal of moorum/building rubbish/malba/similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	cum	40
4	Supplying and stacking at site: (a) Good earth	cum	10

- 3) 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

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- work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- 4) A mix ratio of 1:2:4 (cement: sand: coarse aggregate) shall be used for edge locking of paver block.
  - 5) No materials & tools will be supplied by the BHEL.
  - 6) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
  - 7) The safety & security of the contractor's materials will be the responsibility of contractor himself.
  - 8) 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.
  - 9) 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.



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**SECTION-III****3.0 SPECIAL TERMS & CONDITIONS**

- 3.1 No inferior work should be acceptable.
- 3.2 BHEL will have no liability whatsoever concerning the Workers 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 Workers by the Contractor.
- 3.3 All work should be done as directed by Engineer-in-charge.
- 3.4 Vendor should get approval by submitting the sample of paver block from Engineer-in-charge of BHEL before commencement of work.
- 3.5 All work should be completed within **30** days' from the date of order.
- 3.6 All materials/ items including equipment's etc. shall be arranged by the contractor.
- 3.7 All the arrangement of materials and labour related to work must be ready at the site before start of the work.
- 3.8 The electricity, water supply and space for store materials (if required) shall be provided by BHEL. 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.
- 3.9 BHEL does not guarantee 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.
- 3.10 The contractor shall deploy a supervisor for supervision of full arrangement. He will follow all the instruction of Engineer-in-charge.
- 3.11 Sufficient numbers of manpower to be there for execute the job.
- 3.12 After completion of work the contractor shall clean and clear the site at the earliest.
- 3.13 The contractor shall perform all the works mentioned in the Scope of Work/Bill of Quantity as detailed.
- 3.14 Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance timely rendering of work, quality of works, compliance with statutory requirements, Safety consciousness, maintaining of Workers in proper uniform bearing logo of the contractor and valid identity card with lanyards issued by the contractor.

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Supply & laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas

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- 3.15 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 3.16 The Contractor will be solely responsible for any unlawful act of their Workers while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of Workers(s), the contractor will be responsible and shall make good of the same.
- 3.17 If at any time during the period of Contract, it is observed by the Company or his authorized representative that the works rendered by the Contractor are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the Contract with a notice period of **10 days** and may deduct the cost of the above-mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 3.18 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 Workers meet (s) 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.
- 3.19 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/ obligations.
- 3.20 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 3.21 All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Tenderer for the activities performed by his Workers.
- 3.22 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 Workers 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.
- 3.23 The Contractor shall visit the work premise of the Company covered under this Agreement, at least once in a week during the working hours and meet the company representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements.

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- 3.24 The successful contractor shall abide by all the rules / regulations / status imposed by the Government 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.
- 3.25 **Safety, Health and Environment (SHE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.
- 3.26 The Company shall have no direct responsibility / liability in respect of the Workers engaged by the Contractor for said work.



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**SECTION-IV**  
**COMMERCIAL TERMS & CONDITIONS**

**4.1 PAYMENT TERMS:**

- i. No Advance Payment or the payment for mobilization of work will be made to the Contractor.
- ii. Payment shall be made once the works get completed and for the actual executed quantity of items after recording Joint measurement on Measurement Book (MB) by Engineer-in-Charge. These entries will be counter-signed by the contractor. Payment shall be made within **45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME** from the day of receipt of complete bill. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- iii. Payment of 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.
- iv. Contractors shall not be entitled to any interest with respect to any money, which may be due to him by BHEL.
- v. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- vi. Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- vii. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

**4.2 TAXES & DUTIES:**

- i. The Bill generated by the Contractor should include the following confirmations from the contractor:
  - a) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

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- b) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c) Certified that the contractor is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d) The contractor shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- ii. Contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal etc.
- iii. In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- iv. 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 Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- v. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- vi. GSTIN of BHEL will be provided to the Contractor along with the work order.
- vii. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

WILEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
पि. एच. ई. रेल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली-110049 / New Delhi-110049

- viii. 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.
- ix. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- x. 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.
- xi. 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.
- xii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- xiii. GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

#### 4.3 **LD for DELAY:**

- i. In case the work is not completed within stipulated time i.e. 30 days from receiving of Work Order, an L.D. of @ 0.5% of total Bill amount shall be deducted for each day of delay, upto LD of 10% of contract value.

#### 4.4 **L.D. FOR BAD QUALITY OF WORKS:**

- i. In case the quality of work & materials used are not found satisfactory a L.D. of up to 10% of total value will be deducted from the bill. For finalization of L.D. Engineer-In-Charges decision shall be final and binding on contractor.
- ii. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing works on time.

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

Supply & laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas

कॉर्पोरेट प्रशासन एवं आईएसएमसी / Corporate Admin. & ISMS  
भारत भारती इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
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- iii. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- iv. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

#### 4.5 COMPENSATION CLAUSE:

- i "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
  - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
  - c) Compensation in respect of each of the victims:
    - (i) *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)*
    - (ii) *In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)*
  - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

4.6 The Contractor SHALL Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his worker, while carrying out the works under the contract.

4.7 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the contractor for any loss suffered by BHEL due to any negligence of the contractor or his worker, while carrying out the worker under the contract.

4.8 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by Contractor to BHEL under the Terms of

the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

*Mthakral*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
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**SECTION-V****QUALIFYING CRITERIA FOR THE TENDERERS****5.0 PRE-QUALIFICATION REQUIREMENT (PQR)**

5.01 Average Annual Turnover (In Lakhs): ₹ 3,38,811/-

*The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the financial year 2022-23.*

5.02 Past Experience of Similar Works:

**The bidder must have successfully completed similar works over the last SEVEN years ending on 30-04-2024.**

- i. Three similar completed Works costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- ii. Two similar completed Works costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- iii. One similar completed Work costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

*Similar Works: "Execution of Civil Renovation works/Construction works/Supply and laying of interlocking paver blocks for any Central / State Govt Organization / PSU / Public Listed Company/ Pvt. Ltd. Company.*

Bid Estimate Value/Cost: ₹11,29,369/-

5.03 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

**Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.**

*Meena Thakran*  
**मीना ठाकरान / MEENA THAKRAN**  
 प्रबंधक / Manager  
 कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
 बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
 नई दिल्ली-110049 / New Delhi-110049

**SECTION-VI**  
**DOCUMENTS REQUIRED**

- 6.00 The Tenderers should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 6.01 To calculate the "**Average Annual Financial Turnover**" of the bidder, the tenderer should submit **Audited Copy of Balance Sheet, Profits & loss Account Statements** and **Copy of acknowledgements of IT return** of last 3 financial years, ending **31<sup>st</sup> March' 2023**, as supporting/required documents against **S. No. 5.01 of PQR**.
- Note:** *In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years, CA certificate for the same shall be furnished. {"Average Annual Financial Turnover" will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years, divided by 03}*
- 6.02 Copies of **work orders / award letters / agreements / MOUs** along with "Completion / Performance Certificate" of the similar works executed by the tenderers during last 07 (seven) years ending on **30<sup>th</sup> April'2024** as supporting documents against **S. No. 5.02 (b) of PQR**.
- 6.03 Tenderer has to submit a copy of PAN, GSTIN as supporting documents against **S. No. 5.03** of PQR.
- 6.04 Tenderer has to submit the No Deviation Certificate duly signed in the format **Annexure-A**.
- 6.05 The Tenderer must submit a Declaration Certificate i.e. **Annexure-B**.
- 6.06 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 6.07 The tenderer shall submit the Bank details (**Annexure-D**) along with a cancelled cheque for NEFT/RTGS.
- 6.08 Un-priced bid format (**Annexure-E**) duly signed by the tenderer shall be submitted along with technical bid by mentioning '**Q**' in the column where quote is to be offered by the party.

*Meena*  
मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
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**SECTION-VII****PROCEDURE FOR SUBMISSION OF TENDER**

7.00 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

**ENVELOPE 1:** *Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Section-V & VI above; It should not contain price-Bid.*

**ENVELOPE 2:** *Part-2 "Price Bid" shall contain Price-Bid format (Annexure-F) only.*

*These two separate covers/envelopes 1 and 2 shall together be enclosed in Third envelope and this sealed cover shall be superscripted with tender number & due date.*

7.01 **PRICE BID:** Envelope 2 shall contain Price-Bid only and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above. This part shall be submitted separately & not be submitted along with technical bid (Part-I bid). The bidder must ensure that Price bid is submitted in the format available on portal.

7.02 Bidders who **qualify in Technical Bid (Part-1)** will only be considered for further. Those who techno-commercially qualified shall be considered further for reverse auction. BHEL will finalize successful bidder by **conducting Reverse auction (Part-II)**. Date of conducting Reverse Auction will be intimated separately to the techno-commercially qualified Bidders.

7.03 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

7.04 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.

7.05 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The BoQ & price bid have been given in the standard formats with the tender document.

  
मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई एस एम जी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली-110049 / New Delhi-110049

**ANNEXURE-A****No Deviation/Acceptance Certificate**

(To be submitted along with Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of works properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

**Or**

We hereby accept all terms & conditions of the above tender except the following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. **AA: GAX:24: PB: 101, dated 13-05-2024**. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, Designation &amp; seal of the firm



मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं सुरक्षा विभाग / Corporate Admin. & ISMG

बी.एच.ई.एल. हाउस, सिटी फोर्ट / BHEL House, Siri Fort

नई दिल्ली - 110049 / New Delhi-110049

**ANNEXURE – B**  
**DECLARATION CERTIFICATE**  
(to be submitted along with Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court on day of bid submission. 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. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings, BHEL Guidelines for Reverse Auction.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature

With name, Designation & seal of the firm

मीना ठाकरान / MEENA THAKRAN  
 प्रबंधक / Manager  
 कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
 भारता हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
 बी.एच.ई. हाउस, सरिफोर्ट / BHEL House, Siri Fort  
 नई दिल्ली-110049

**ANNEXURE -C****BIDDER'S GENERAL INFORMATION**  
(To be submitted along with Part-1 Bid)

Photograph of  
bidder /  
authorised  
signatory  
holding power  
of attorney

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	
10	E-mail Address of Bidder / Contact Person	
11	Name of Authorized Signatory	

Signature

With name, Designation &amp; seal of the firm

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई एस एम जी. / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
वी एन ई एन हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली-110049 / New Delhi-110049

**Annexure-D**  
**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**

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049

**ANNEXURE – E****PART 'I' – UNPRICED BID**

(To be submitted along with Bid)

S. No.	DESCRIPTION	UNIT	Qty	RATE (Rs.)	Amount (Rs.)
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in-Charge:	sqm	1000	129.85	1,29,850.00
2	Providing and laying 60mm thick factory-made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	sqm	1000	972.00	9,72,000.00
3	Disposal of moorum/building rubbish/malba/similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	cum	40	494.10	19,764.00
4	Supplying and stacking at site: (a) Good earth	cum	10	775.50	7,755.00
5	Sub Total Amount (inclusive of GST)				<b>11,29,369.00</b>
6	Percentage (%) above/below (+/-) on S. No. 5				
7	Total Amount arrived after applying quoted percentage in S. No. 6 above				
8	Total quoted amount in Words:				

**Note:**

- Please quote your Percentage (%) above/ below (+/-) at S.No. 6; to total amount (incl GST) mentioned at S.No. 5.
- The Percentage (%) above/ below (+/-) quoted at S.No. 6 shall be used to arrive at rate for line item on proportionate basis. GST rates @ 18% is already included in aforesaid item rates, so, % above/below (+/-) quoted at S.No. 6 shall be adjusted for calculating item rates accordingly at the time of payment.

Signature

With name, Designation &amp; seal of the firm


 मेनका ठाकरान / MEENA THAKRAN  
 प्रबंधक / Manager  
 कॉर्पोरेट प्रशासन एवं आईएसएमसी / Corporate Admin. & ISMG  
 भारती हेवी इलेक्ट्रिकल्स लिमिटेड / Bharati Heavy Electricals Limited  
 बी.एच.ई.एल हाउस, सीएफ ईएल, BHEL House, Site FOR  
 नई दिल्ली-110049 / New Delhi-110049

Supply &amp; laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas

**ANNEXURE- F**  
**PART 'II' – PRICED BID**

(To be submitted along with Bid)

S. No.	DESCRIPTION	UNIT	Qty	RATE (Rs.)	Amount (Rs.)
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in-Charge:	sqm	1000	129.85	1,29,850.00
2	Providing and laying 60mm thick factory-made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	sqm	1000	972.00	9,72,000.00
3	Disposal of moorum/building rubbish/malba/similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	cum	40	494.10	19,764.00
4	Supplying and stacking at site: (a) Good earth	cum	10	775.50	7,755.00
5	Sub Total Amount (inclusive of GST)				<b>11,29,369.00</b>
6	Percentage (%) above/below (+/-) on S. No. 5				
7	Total Amount arrived after applying quoted percentage in S. No. 6 above				
8	Total quoted amount in Words:				

**Note:**

- Please quote your Percentage (%) above/ below (+/-) at S.No. 6; to total amount (incl GST) mentioned at S.No. 5.
- The Percentage (%) above/ below (+/-) quoted at S.No. 6 shall be used to arrive at rate for line item on proportionate basis. GST rates @ 18% is already included in aforesaid item rates, so, % above/below (+/-) quoted at S.No. 6 shall be adjusted for calculating item rates accordingly at the time of payment.**

*M.H.*  
मीना थकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई एस एम जी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
डी.एम.ई.एन. हाउस, नई दिल्ली-110049 / New Delhi-110049

Signature  
With name, Designation & seal of the firm

Supply & laying of interlocking paver blocks (civil works) in BHEL House parking area and other areas