

**Part-I (TECHNO-COMMERCIAL BID)**

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**General Instructions to Tenderer**

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

**1.0 Quoting & Signing the Tender**

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21<sup>st</sup> August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “**<https://eprocurebhel.co.in/>**” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and **tender without EMD will be summarily rejected**. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- t. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- u. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of **EMD Fee/PreQual/Technical/Finance** in one cover, two part bid double covers system consisting **EMD fee details/technical** bid in one cover & **Financial** bid in the second cover and in three part bid three covers system consisting **EMD fee details** in one cover, **Technical** bid in the second cover & the **Financial** bid in the third cover.
- v. Price bid should not be submitted along with the techno commercial bid in the cover type "Fee/ Pre-Qualification/ Technical" specified for techno commercial bid. The price bid has to be submitted separately in the cover type "finance" specified for price bid only.  
**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID".** The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- w. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- x. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- y. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

## 2.0 Signing the Tender

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

### **3.0 Date / Time for opening of Tender**

- a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified, will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### **4.0 Quoting**

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honored throughout the period of the Contract.

### **5.0 Participation**

The Parties who have been suspended or black listed or banned by BHEL CFFP, Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

### **6.0 Validity of Offers:**

The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

#### **Note: -**

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

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**GENERAL TERMS & CONDITIONS OF CONTRACT**

**01. DEFINITIONS:**

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

**02. DOCUMENT SUBMISSION: -**

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

**03. AUTHORIZED SIGNATORY: -**

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

**04. CHANGE IN CHARACTER OF THE BIDDER: -**

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

**05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -**

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT: This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees 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. Contractor will be responsible for good conduct of their employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986.



The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.
- Any failure to fulfil this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS (T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, and wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form.

The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.

- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

## 20. CANCELLATION/SHORT CLOSURE OF CONTRACT:

In case of non-fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

## 21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as 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 web site [www.bhel.com](http://www.bhel.com).

## 22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

- 23. VARIATION OF PRICE: No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

## 24. OBLIGATION: -

### (A) OBLIGATION OF THE CONTRACTOR

#### **I. CONTRACTUAL**

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehaviour by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor.



- vii.** The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii.** The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- ix.** The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.
- x.** The contractor shall ensure payment of wages to their labours latest by 7<sup>th</sup> date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

## **II. TOWARDS STATUTORY LIABILITY**

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

## **(B) OBLIGATION OF M/s BHEL**

### **I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):**

- i.** Space inside CFFP's premises for execution of work.
- ii.** Power supply for execution of work as per work requirement.
- iii.** In case any facility used by contractor, the same will be charged in running bills.

### **25. SPLITTING THE WORK: -**

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.

### **26. EARNEST MONEY DEPOSIT**

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)

- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).  
In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

#### 27. SECURITY DEPOSIT(SD):

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Security deposit may be furnished in any one of the following forms:

- i. Pay order, Demand Draft in favour of BHEL.
- ii. Local cheques of scheduled banks, subject to realization
- 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. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the bank).
- v. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vi. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- vii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- viii. The security deposit shall not carry any interest.

#### 28. BANK GUARANTEE:

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the ` as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

**29. REFUND OF SECURITY DEPOSIT:**

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

**30. GOODS & SERVICE TAX:** -Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I.** a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.** a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III.** Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -
  - a) Timely raising & submission of GST compliant Invoices
  - b) Timely receipt of GST
  - c) Timely and correct payment of applicable GST by supplier/contractor
  - d) Timely filing of return
  - e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.
- IV.** In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V.** In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

**31. PAYMENT TERMS AND PAYMENT PROCEDURE:**

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.

**32. PENALTY CLAUSE**

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract. No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.

**33. RECOVERY FROM THE CONTRACTOR:**

Whenever under the contract any amount becomes recoverable from 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 he shall pay the claim on demand.

**34. RISK PURCHASE CLAUSE: -**

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

**35. BENEFITS TO MSE BIDDERS: -**

Benefits to MSEs bidders as applicable shall be given as per rule upon submission of Udyam Certificate along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

**36. BENEFITS UNDER MAKE IN INDIA: -**

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

**37. SETTLEMENT OF DISPUTES/ ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

**JURIDICTION:** The courts of Haridwar, India, shall have exclusive jurisdiction

**38. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.

- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Change in law/ Regulation making the performance impossible.  
The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

**39. FRAUD PREVENTION POLICY: -**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -**

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

**41. QUOTED RATES: -**

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- e) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- f) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- g) 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 as above.

**42. REVERSE AUCTION: As mentioned in NIT. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.**

Price bid of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders on 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.”

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**SPECIAL TERMS & CONDITIONS**

1. These special conditions shall be read in conjunction with General Conditions of contract.  
The quoted rates will be for all height, depth, lift, lead, shapes and sizes unless otherwise mentioned specifically in the description of item.
2. The quoted rates shall be deemed to include cost of pumping or bailing out water from any source such as subsoil water, rainwater, water from seepage etc.
3. Only **Ready-Mix Concrete (RMC)** shall be used for reinforced cement concrete (RCC) work of **BOQ items no. 16 & 17.** In these items, contractor has to arrange required quantity of cement at RMC plant. Before use of any Brand/Make of cement, contractor must have taken approval from Engineer in charge.
4. Quoted rates of concrete shall be inclusive of transportation of Ready-Mix Concrete (RMC) from RMC Plant, pumping (with all facilities of pump, pipes and required manpower etc.) of concrete from Transit Mixture (TM) to pouring location and Admixtures as per Approved Design Mix of concrete.
5. Contractor has to arrange all necessary facilities of pumping of concrete as per site requirement of casting irrespective of depth/height, no extra cost shall be payable for these facilities.
6. Rates for plastering work shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
7. All dismantling work will be carried out through mechanical means such as electric hammer of Hilti/bosch etc. and other mechanical means such as poclain if required for smooth progress of work. All necessary T&P shall be arranged by contractor; no extra cost shall be admissible in this regard.
8. To carry out the works inside shop area by contractor, the raw material shall be stored outside the shop and no extra lead shall be payable for the same.
9. Rates quoted for all brick/ concrete work shall be deemed to include making openings for pipes etc. and making good these with the same specifications as shown in drawings and/ or as directed by Engineer I/c. No extra payment shall be made to contractor on this account.
10. Rates for all concrete work shall include for making drip course, moulding grooves etc. wherever required and nothing extra shall be paid for the same.
11. Contractor shall co-ordinate his activities and co-operate with other agencies, who will also be working in the complex.
12. The contractor shall at his risk and cost, make all arrangements as the Engineer in charge may require for collecting and preparing the required number of samples for all quality checks, mandatory tests as per CPWD/ BIS specifications or as per standard of BHEL.
13. Contractor have also arranged the testing of at least 10% of total cube samples taken at site from external agency like IIT/NIT/government agency or any other NABL approved lab at no extra cost if required as per direction of Eng.-in-charge.
14. If the testing of any specified sample does not confirm the desired results including the report of advanced testing performed by the contractor, the construction/ suggested modification shall be executed by contractor for which no extra payment shall be admissible. Decision of Engineer in charge shall be final and binding to the contractor.
15. In civil works, Cement, TMT bars and structural steel shall be provided by BHEL (In free issued items only) at BHEL plant store. The loading /Unloading and transportation of these items from stores to site shall be arranged by contractor. No extra payment shall be admissible for the same.
16. In fabrication work, only required steel, cutting gases and welding electrodes shall be provided by BHEL (In free issued items only) at BHEL plant store, rest all facilities **like welding machine, steel cutting sets, nut, bolts, washers, fixtures, crane, hydra etc. shall be arranged by contractor. No extra payment shall be admissible for the same.**
17. Contractor has to supply and fixing of foundation bolts of shop columns as per approved drawings and direction Engineer In-charge. Payment for supply and erection of foundation bolts shall be made as per item in Bill of quantity.



18. The work may need deployment of sufficient number of labours in two or three shifts to complete the work in stipulated time. The contractor shall comply provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. Work in second / third shift, overtime, Sundays or on other declared holidays should be carried out after getting written permission from Engineer In-charge.
19. Permission shall be issued by BHEL to contract labours deployed by contractor on their request on standard format for entry into factory premises.
20. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
21. The work shall be governed by CPWD specifications, General terms and conditions of BHEL contract, special conditions, safety clause and any other relevant guidelines govt./BHEL applicable in the premises during work.
22. Material in BHEL scope, designs and drawings etc. to be supplied by BHEL shall be demanded in advance giving reasonable time by the contractor during the operation of the contract.
23. Samples of materials, fittings etc. shall be submitted by the contractor and got approved from the Engineer In-charge before supply in bulk at site of work.
24. Before starting the work, contractor has to make a separate temporary store (subject to space is made available to contractor by BHEL) for materials issued to store in proper condition as per norms and the same shall be dismantled by contractor after satisfactorily completion of work /as and when required by BHEL.
25. Bricks of specified class designation of approved quality shall be used.
26. Scaffolding and shuttering made of steel/ waterproof ply only as per BIS will be permitted in the work.
27. Contractor should acquaint himself about the type of work, specially about cut-outs, steel inserts fixing and placements. Contractor should also take care about fixing of foundation bolts in pedestals.
28. The individual quantities mentioned in bill of quantity (BOQ) may vary to any extent on either side as per BHEL /actual requirement at site for which no compensation will be payable to contractor. Also, the item rates will remain firm under the contract completion of specified work scope.
29. Any extra item required for the proper completion of work will have to be executed by the contractor with the written approval of BHEL and as per direction of Engineer in charge. The competent authority from BHEL will decide the rates of such item but on no account the work will be stopped by contractor.
30. For curing separate persons (Bhishti) will be employed by the contractor for all concreting, brickwork and plaster etc. for the periods as per norms.
31. The contractor shall have to deploy sufficient number of office bearer for arrangement of gate pass etc., Team Leader/Supervisor at site to take the work on different fronts at a time, persons related to safety and quality and Project Manager for overall coordination of project with BHEL for quality and timely completion of the work.
32. Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
33. Contractor shall have to carry out the work anywhere inside factory area and nothing extra will be paid for extra lead and lift for work at various heights.
34. All necessary precautions with respect to safety at site and environmental aspects shall have to be taken by the contractor for activities performed by his workers.
35. For safety in execution of the work, the contractor must ensure that all labour engaged in the work at site should wear personal protective equipment (PPEs) such as safety shoes, safety helmet, safety belts, gloves, dust masks, apron and welding glasses etc. as required in the activity.
36. No excuses like hindrance because of jungle, extreme weather conditions, no availability of labour and material etc. will be entertained for not completing the work in time.
37. Quantity may vary to any extent for individual item on either side as per instruction of Site In-charge on the basis of actual requirement at site.
38. BHEL shall only designate temporary areas where the contractor shall make their own arrangement for and storage of material. The responsibility of safe guarding the material rests with the contractor.
39. Every worker should have valid ESI, no work permit will be issued without ESI of workers.
40. The contractor shall have to comply with the following during execution of the contract, incase more than 20 labour are engaged on any day during the contract period.

- (a) Valid labour licence issued from Asstt. Labour Commissioner (Central).
  - (b) P.F. code and abide by the relevant laws/rules.
  - (c) E.S.I. code and abide by the relevant laws/rules. In case, contractor has ESI code issued from different state, then he must submit, within one month from the issue of letter of intent, the ESI sub-code of Uttarakhand state.
- 41.** In case of non-compliance of any of the factory act/ labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
- 42.** BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- 43.** Contractor will have to protect BHEL equipment and material from fire hazards or any other damages or loss. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to any outsider on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 44.** The execution of work has to be done in sides of exiting SMS area, wherein production activities are running. Therefore, agency has to make all necessary temporary arrangement at his own cost so as the production activity must not hinder at any extent.
- 45.** BHEL shall not be responsible for providing accommodation for contractor / staff during the period of work or subsequent maintenance period. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.
- 46.** No mobilization advance/advance payment etc. will be given to the contractor.
- 47.** It shall be entire responsibility of contractor, who has been awarded the work to complete the work at site by their own/hired resources under their direct monitoring and control. No part of the contract nor any share of interest there shall in any manner or degree be transferred/ assigned /sublet by the contractor directly or indirectly to any firm or corporation.
- 48.**
- i. No advance payment shall be paid to the contractor.
  - ii. No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.
  - iii. After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
  - iv. Tax deduction at source: Tax shall be deducted at source from the bill as per applicable Income Tax Rules and other statutory requirements.
  - v. 1 % water charge shall be deducted from each bill.
  - vi. Final bills against work contract shall be submitted within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier. BHEL will process such bills and release the payment within one month normally after receipt of bills.
- 49.** All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.
- 50.** Electric supply shall be provided free of charges near the site of work at electric pole by BHEL. Rest of the material/ Labour or T&P which is not mentioned in the bill of quantity shall have to be arranged by the contractor for proper completion of the work without any extra charges.
- 51.** No compensation, of whatsoever nature, will be paid to the contractor for losses, if any, during running of work or accident at site. The contractor shall indemnify BHEL against this.
- 52.** Any other applicable cess/taxes, if any, which is not mentioned earlier shall be borne by the contractor and the quoted rates shall be deemed to have included all such applicable taxes whatsoever. BHEL shall not entertain any claim in this regard.
- 53.** **50% Security deposit shall be released with Final Bill and rest 50% on completion of 12 months maintenance period the security deposit will be released by BHEL subject to completion of all defects / liability / work notified within the specified period.**

- 54. In this contract, Rates should be quoted inclusive of GST, all taxes and duties as per applicable. GST shall be reimbursed as per actual. For this GSTIN is required. GST shall be charged as per rules, as notified from time-to-time.**
- 55. Prices shall remain firm till entire contract period inclusive of extensions (if any).**
- 56. 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.”
    1. The Contractor shall necessarily buy Death cum Accidental insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following 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)
    2. The Contractor Shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
    3. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.
    4. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote itself.
- 57. Quoted rates should not be linked to quantity, BHEL; CFFP reserves the right to award part quantity or not to award any quantity. Also, Tendered/Awarded quantities are tentative, there may be variation in actual executed quantities, and contractor shall have no claim for the unexecuted quantities.**
- 58. To affect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.**
- 59. Conditional offer shall be treated as rejected.**

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**ANNEXURE – IV****SCOPE OF WORK**

Group	Sr. No.	Works to be done
<b>A</b>	1	All type of loose waste material (Above Ground Floor) like moulding sand, rubbish, debris and others has to be removed from the site and to be dumped/stacked at site/place designated by PMG/BHEL inside Plant area.
	2	All civil works i.e. Excavation, Dismantling, Demolishing, Reinforcement, concreting, brick work etc. For foundations, pits, floor etc. has to be done as per approved design/drawing by BHEL and direction of Eng.-in-Charge.
	3	(i) Furnace foundation is to be constructed as per approved design & drawings & as per direction of Eng.-in-Charge. (ii) Transformer block is to be constructed as per approved design & drawings & as per direction of Eng.-in-Charge. (iii) Civil work for platform is to be done as per approved design & drawings & as per direction of Eng.-in-Charge.
	4	Concrete design mix will be the responsibility of contractor. Contractor shall have to arrange & provide report of the design mix of specified grade concrete mentioning proportions of the ingredients including admixtures etc. sources of aggregates, cement and the design mix shall have to be done by IIT/NIT/government agency or any other NABL approved lab (as decided by BHEL) at no extra cost. Only Approved Design Mix shall be used for pouring at site. No extra payment shall be admissible for the design of concrete mix and material used. The Eng.-in-charge may direct the contractor to design/redesign the concrete mix at any time at contractor's risk and cost.
	5	The contractor has to ensure cement quantity in RMC as per approved design mix only. No extra payment will be made for excess qty of cement from BOQ item.
	6	i- For measuring of concrete strength as per IS/ CPWD specifications, concrete cubes will be made from each lot/as per direction of Eng.-in-charge by the contractor. ii- Mould boxes have to be submitted by the contractor before start of work at their cost.
	7	All types of Tools, plant and machinery has to be arranged by the contractor to complete the work as per direction of Eng.-in-Charge.
	8	Other misc. works as per site / work requirement at the time of execution.
<b>B</b>		<b>Following are to be complied with by the contractor during contract execution.</b>
	1	All safety measure has to be taken by the contractor during execution of work and Contractor has to ensure site supervisor at site during execution of work.
	2	All safety equipment's like Safety harness, fall arrester, life line, safety shoe, safety helmet etc are to be provided by the contractor.
	3	Contractor has to ensure that every worker, working at height should be equipped by proper PPE during execution of work.
	4	Work will be done during shutdown period & after issue of work permit through PMG/Civil dept.

**Note:**

All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.

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**PRE-QUALIFICATION CRITERIA (PQC)**

<b>S. No</b>	<b>Details</b>	<b>Requirement from Vendor</b>	<b>Vendor's Response Yes/No</b>
<b>1</b>	Bidder must submit proof of having carried out successfully work of similar nature during last 7 years ending last day of month previous to the one in which tender is invited. Similar nature work means Civil Construction Work consisting of reinforcement cement concrete (RCC) / RMC work of at least 50 cum quantity in one of the work experience certificates submitted against experience for qualifying criteria mentioned at clause no. 3.	Bidder to submit work order copies along with BOQ and its completion certificate in original/photo copy. (Bidder must provide sufficient proof of carrying out the work executed for Civil Construction Work consisting of reinforcement cement concrete (RCC) / RMC work of at least 50 cum quantity by way of submission of BOQ / Work Order / Completion Certificate etc.)	
<b>2</b>	Financial Position- Vendor to submit Copy of ITR/ Audited Balance Sheet for any 3 consecutive financial years in last 4 financial years ending 31 <sup>st</sup> March of F.Y. 2023-24.	Bidder to take note and confirm	
<b>2.1</b>	Average annual financial turnover during the 3 consecutive financial years in last 4 financial years ending 31 <sup>st</sup> March of F.Y. 2023-24, should be at least <b>Rs. 32.27</b> Lacs.	Bidder to take note and confirm	
<b>3</b>	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following ( <b>work value will be inclusive of GST</b> ):  a) Three similar completed works costing not less than the amount equal to <b>Rs. 43.03</b> Lacs each.  OR b) Two similar completed works costing not less than the amount equal to <b>Rs. 53.79</b> Lacs each  OR c) One similar completed works costing not less than the amount equal to <b>Rs. 86.06</b> Lacs.	Bidder to submit required work order copies of the work, along with performance certificate from the customer to whom services were provided. The work order copies should clearly indicate the customer detail, scope of work (similar in nature as mentioned above in clause-1) and total value of work	

1. BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/ incorrect, the offer submitted by vendor shall be rejected.

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**NIT NO:** FF:24:PMG:CP:CC:07:012, Dated:- 20.07.2024.

**Name of work:** Civil work for Construction of Furnace foundation, Transformer block & Platform for 30Ton EAF in SMS, CFFP.

**ANNEXURE – VI**

**CHECKLIST**

**Subject:** Submission of Latest Detail by bidder.

**Sir,**

Our Latest detail may please be updated in your records; details are as below-

Parameter	Yes/No/NA	Detail
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted		
Registered under category ( <b>Micro / Small / Medium</b> )		
Acceptance of Reverse Auction (RA) as per requirement of NIT (Yes/No)		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

**Sign & seal of Contractor**

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**SELF-CERTIFICATION**

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, 29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we .....

(supplier/Vendor name) are ..... (Class-I/Class-II) local supplier and will meet the requirement of minimum local content of ..... (50%/20%) as defined in public procurement order dated 04.6.2020 for Tender

NIT No:.....

Details of location at which local value addition will be made is as follows: -

<b>Tender Item Sr. No.</b>	<b>Local Content Calculated (%)</b>	<b>Imported Content including all Custom Duties (%)</b>	<b>Location of Value Addition</b>

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

**Note:**

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier/Vendor

**NIT NO:** FF:24:PMG:CP:CC:07:012, Dated:- 20.07.2024.

**Name of work:** Civil work for Construction of Furnace foundation, Transformer block & Platform for 30Ton EAF in SMS, CFFP.

**ANNEXURE – VIII**

**UN-PRICE BID**

Name of Contractor					
Name of work:		Civil work for Construction of Furnace foundation, Transformer block & Platform for 30Ton EAF in SMS, CFFP.			
NIT NO.		FF:24:PMG:CP:CC:07:12			
BILL OF QUANTITY					
Sl.No	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE TO BE QUOTED BY CONTRACTOR	AMOUNT
1	Carriage of materials by Mechanical Transport including Loading, Unloading and Stacking. Lime, moorum, building rubbish. 1 KM.	114	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
2	Carriage of materials by Mechanical Transport including Loading, Unloading and Stacking: Earth: 1 Km.	5080	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
3	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m disposed soil to be levelled and neatly dressed: All kinds of soil.	3044	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	2036	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
5	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. All kinds of soil.	2123	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size) (Cement will be supplied free of cost from BHEL store.)	41	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
7	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size) (Cement will be supplied free of cost from BHEL store.)	13	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX
8	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and	9	CUM	XXXXXXXXXXXX	XXXXXXXXXXXX

	spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement: 1.5 coarse sand :3 graded stone aggregate 20 mm nominal size). (Cement will be supplied free of cost from BHEL store.)				
<b>9</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	<b>455</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>10</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	<b>395</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>11</b>	Centering and shuttering including strutting, Suspended floors, roofs, landings, balconies and access platform.	<b>207</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>12</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Lintels, beams, plinth beams, girders, bressumers and cantilevers.	<b>277</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>13</b>	Centering and shuttering including strutting, propping etc. and removal of form for : Columns, Pillars, Piers, Abutments, Posts and Struts.	<b>429</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>14</b>	Encasing rolled steel sections, in beams and columns, with cement concrete 1:1.5:3 (1 cement: 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size), including centering and shuttering complete but, excluding cost of reinforcement. (Cement shall be issued free of cost at BHEL store).	<b>26</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>15</b>	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more. (TMT bars shall be issued free of cost at BHEL store).	<b>45127</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>16</b>	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.  (Note: - Cement content considered in this item is minimum @ 330 kg/cum). All works upto plinth level.	<b>358</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

<b>17</b>	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately). All works above plinth level upto floor V level.	<b>135</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>18</b>	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement: 6 coarse sand) (Cement shall be issued free of cost at BHEL store).	<b>18</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>19</b>	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in: Cement mortar 1:6 (1 cement : 6 coarse sand) (Cement shall be issued free of cost at BHEL store).	<b>156</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>20</b>	Providing and fixing ISI marked aluminium butt hinges anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete: 75x63x3.2 mm.	<b>12</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>21</b>	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete : 150x10 mm	<b>10</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>22</b>	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 75 mm	<b>8</b>	<b>EACH</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>23</b>	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. (Structural Steel shall be issued free of cost at BHEL store).	<b>3182</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>24</b>	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws	<b>243</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	and applying a priming coat of approved steel primer. Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)				
<b>25</b>	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	<b>14</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>26</b>	12 mm cement plaster of mix: 1:6 (1 cement: 6 fine sand) (Cement shall be issued free of cost at BHEL store).	<b>524</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>27</b>	15 mm cement plaster on the rough side of single or half brick wall of mix: (Cement shall be issued free of cost at BHEL store).	<b>573</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>28</b>	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm).	<b>1375</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>29</b>	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix	<b>2</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>30</b>	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in - charge.	<b>102</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>31</b>	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer-in-charge.	<b>45</b>	<b>SQM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>32</b>	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar.	<b>9</b>	<b>CUM</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>
<b>33</b>	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary	<b>148</b>	<b>KG</b>	<b>XXXXXXXXXXXX</b>	<b>XXXXXXXXXXXX</b>

	filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : Powder coated aluminium (minimum thickness of powder coating 50 micron)				
34	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	23	KG	XXXXXXXXXXXX	XXXXXXXXXXXX
35	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/ sqm)	14	SQM	XXXXXXXXXXXX	XXXXXXXXXXXX
36	Providing & fixing Glazing in Aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item): With toughened glass panes of 8 mm thickness)	20	SM	XXXXXXXXXXXX	XXXXXXXXXXXX
<b>TOTAL QUOTED VALUE IN FIGURE: Rs. XX</b>					
<b>TOTAL QUOTED VALUE IN WORDS: Rupees: XX</b>					

1. The above rates should be inclusive of GST, All other taxes and duties as per applicable.
2. All bidders are strongly advised to visit site for first hand appraisal of work. Any presumption by the bidder, at the bidding stage, not commensurate with actual site conditions shall not for an excuse for deviation from the work at later stage.
3. Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
4. Total BOQ value are to be indicated in both figures and words.
5. L-1 shall be decided on Total quoted value.

(Signature and Seal of the Contractor)