



BHARAT HEAVY ELECTRICALS LIMITED
Central Foundry Forge Plant, HARIDWAR
Phone: 01334-281347, 285469

NOTICE INVITING TENDER (NIT)

(Open Tender)

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, invites offer from the contractors through open tender in CFFP, BHEL Haridwar, in **two part** bid in sealed envelope from reputed & experienced bidders for the subject job as per the tender document. Following points relevant to the tender may please be noted and complied with

Name of Work	Shifting of material.
NIT No	FF:21:CSX:RV:WC:01:015
Date of Issue of NIT	21.06.2021.
Type of bid	<i>Two Part Bid.</i> (Techno-commercial & Price Bid)
Period of Work	24 Months
NIT Value (Rs.)	45.51 Lakh
Amount of Earnest Money Required (Rs.)	91,012.00
Security deposit (SD)	5% of the contract value.
Last date and time of Receipt of Tender	12.07.2021, 01:55 PM
Date & Time for opening of Technical Bid	12.07.2021, 02:00 PM
Splitting of Work	NO
Reverse Auction (RA)	Yes, as per RA guidelines available on www.bhel.com
Place of opening of Tender	<i>Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)</i>
Tender Document Cost	NIL
Contact Detail	Shri- NIRAJ KUMAR GAUTAM, Sr. MANAGER-(WCX & PMG) Contact Address: WCX, PMG OFFICE, CFFP, BHEL Haridwar Email: nirajkumar.gautam@bhel.in , singhr@bhel.in Phone: 01334-28-1347, 01334-28-5469 Fax: 01334-28-1862

Note:

1. Full set of Tender document may be downloaded from websites (<https://hwr.bhel.com>, <https://www.bhel.com>, & <https://eprocure.gov.in>.)
2. **Tender may be cancelled at any stage without assigning any reason thereto.**
3. For electronic fund transfer to BHEL, Bank account is-

BHEL CFFP

SBI A/C No.: 10667995469

IFSC Code: SBIN0000586

Sector 5, BHEL Ranipur Haridwar

4. **Envelope wise details:**
 - i **Envelope -1#** (Technical Bid) shall contain ANNEXURE- I, II, III, IV and V (duly filled, signed and stamped on each page) along with supporting documents and EMD.
 - ii **Envelope-2** (Price Bid) shall contain duly filled, signed and stamped Price Bid format only (Annexure-VI). The word **“Price BID”** must be clearly mentioned on the envelope containing price bid.
 - iii **Envelope-3** shall contain Envelope-1 & Envelope-2.

Following shall be subscribed on the Envelopes

- (a) TENDER DOCUMENT NO.: **FF:21:CSX:RV:WC:01:015**, and Tender opening dt. **12.07.2021**.
- (b) **“NAME OF THE COMPANY WITH FULL ADDRESS”**
CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

INDEX

Sl No	DOCUMENT	Page No
1	NIT	1-2
2	Index	3
3	ANNEXURE – I : General Terms & Conditions	4-13
4	ANNEXURE – II: Work Specific Terms & Conditions	14-18
5	ANNEXURE – III: Pre-qualification Criteria (PQC)	19
6	ANNEXURE – IV: Scope of Work	20
7	ANNEXURE – V: Detail list	21
8	ANNEXURE – VI: FORMAT FOR PRICE BID (To be submitted by contractor in separate sealed envelope along with tender)	22

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 /misbehavior 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 fulfill 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, 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.

Name of work: Shifting of material.

- 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.

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/misbehavior 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 7th 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) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or any other Act/ Regulation.
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor 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. Cash (as permissible under Income Tax Act) or any other Act/ Regulation.
- ii. Pay order, Demand Draft in favor of BHEL.
- iii. Local cheques of scheduled banks, subject to realization
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- v. 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 favor of BHEL and discharged on the bank).
- vi. 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.
- vii. 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.
- viii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- ix. 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. 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: -

MSEs shall be exempted from payment of Earnest money & tender cost at the time of tender deposit. However, there is no exemption of security deposit submission.

Benefits to MSE 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.

- 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 as above.

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

Price 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.”

Work Specific Terms & Conditions

1. The contractor should submit required “Earnest Money” along with the tender if not exempted.
2. In case partnership firm, the tenderer must furnish partnership deed along with the tender document. In case the tender is being signed by others than the partners, the tender should be accompanied with power of attorney to this effect.
3. **PAN No.** must be furnished along with tender. Contractor should have submitted valid income tax return for last assessment year i.e.2020-21. (FY2019-20).
4. The contractor should submit proof of registration in his name or in the name of his firm for **PF, ESI, GST Registration (these are mandatory)**.
5. **Taxes & Duties:** - GST shall be reimbursed extra as applicable against submission of valid documents and after verification on GSTIN portal as per clause 30 of general terms & conditions of tender.
6. **Payment terms:** - Payment shall be made to contractor within 15 days of submission of clear bills with all supporting documents on monthly basis as per clause 31 of general terms & conditions of tender.
7. **Bonus, PVC, ORC clause:** - No bonus (for early completion of assigned work), PVC, ORC clause shall be applicable.
8. **Work completion time & LD Clause:** - “Material shall be shifted against SIV and handed over to concerned shop Supervisor/Executive **within 2 (two) working days of issue (excluding date of issue)** of material to Contractor by CSX for shifting. Date of posting of SIV (Stores Issue Vouchers) into Bin Balance by CSX done at the time of issue of material shall be considered as date of issue and handing over of material to contractor and no separate intimation shall be given by CSX.
Completion of work shall be strictly as per time limit specified as above. In case of failure to complete the work within the scheduled time, the contractor will be liable to pay LD @1% (one percent) of the value of works in arrears (i.e. value of work as per Contract) per week or part there of subject to maximum of 10% of the contract value.
9. Contract Laborer shall be paid wages as prescribed by the BHEL HR from time to time (not state Govt. declared rates). For information, current basic minimum wage rate are **Unskilled Worker: Rs. 502.27 per day, Semi-Skilled worker: Rs. 559.31per day, Skilled worker: Rs.612.46 per day.**
10. The Pre-Qualification, Technical & Commercial Bids (Part-I) shall be opened first, evaluated and only then Price Bids (Part-II) of qualified contractors will be opened. After this separate intimation will be given to bidders to participate in RA as per RA guidelines of BHEL.
RA Clause: “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.”
11. This contract shall be a fixed rate contract and BHEL shall not entertain any request from contractor for enhancement of contract price on grounds whatsoever.
12. Under no circumstances the contractor will sub-contract the job.
13. The contractor shall clear the site immediately on daily basis after completion of work awarded under this contract.
14. The contractor will not submit any False/Forge/illegal document with their offer, if found at any stage, suitable action will be taken by CFFP/BHEL including termination of contract.

15. All material handling equipments like Forklifter, mobile crane, EOT crane, all types of cranes, tools & tackles like slings etc. for shifting shall be provided by BHEL as & when required. Operation of cranes for unloading/loading/shifting from CPS to various shops and performing of other material handling activities are within the scope of contract and shall be done by the contractor.
16. Up keeping and maintenance of all tools & tackles issued to contractor/used by contractor shall be the responsibility of the contractor. Any loss or damage of the same shall be recovered from the contractor.
17. The contractor shall ensure that **adequate no.** of laborers is deployed for execution of the work awarded to him from time to time ensuring **uninterrupted working in both 'A & B' shifts** as per requirement of BHEL. They may have to work Sundays or holidays as well if required. However adequate no. laborers should be deployed on daily basis so as to meet **work completion required as per clause no.8** work specific terms & conditions of this works contract and also as per instruction of BHEL officer time to time.
18. Participating contractors must have minimum total three (03) nos. tractors along with trolley or trucks or in combination registered in his name or in partner's name or in the name of his firm. Tractor (Agriculture category shall not be valid) or truck or in combination must be registered in commercial category. Copies of valid registration certificate, insurance certificate and fitness certificate are to be enclosed with tender documents. **Alternatively, participating contractors must have valid continuous lease agreement (duly notarized) for minimum total three (03) tractors along with trolley or trucks or combination with bona fide owner of tractor trolley (registered under commercial category) or trucks or combination for a period of next two years from tender opening date. The lease agreement shall also include clause that owner shall not have any other agreement with any other party for these tractor trolley or trucks or combination, during lease period of two years. Copies of valid registration certificate, insurance certificate and fitness certificate are to be enclosed with tender documents.** These shall be deployed on daily basis. In the case of any subsequent change in registration details (like purchase of new tractor or truck, disposal of old tractor or truck etc.) same shall be brought to the notice of BHEL immediately. **Normally, 03 nos.** tractor along with trolley or truck or combination are to be deployed on daily basis. However, in case of any eventuality like breakdown/repair/diesel filling etc. and to take care of variation in work load during lean period, **not less than 02 nos.** tractor or truck or combination shall be deployed on a particular day with the permission of concerned store executive.
19. Contractor shall not deploy a labourers less than 18 years of age on the premises of BHEL or otherwise in execution of his work. Contractor to ensure that they deploy contract labourers of age up to 65 years only. Contractor to ensure that the labourer deployed in the premises of BHEL are physically and mentally fit and contractor should ensure that all the labourer are having police verification and are member of the PF/ESI scheme. Such laborer should possess requisite skill & expertise for carrying out work as defined in scope of work of contract. **Driver of tractor-trolley/truck shall be treated as SW (Skilled worker), possessing requisite driving license. Laborers for loading/unloading of material may be treated as USW (Unskilled worker).**
20. For security reasons entry of contractor's labourers into the plant premises shall be regulated **through biometric card.** In special exceptional circumstances permission for a limited period may be granted for entry without biometric card at the discretion of CFFP/BHEL.
21. Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his workmen or any damage of material during unloading/ loading/shifting from receipt to custody if required. **In case any material is damaged during unloading/ loading/ shifting from CPS to various shops or due to mishandling etc, value for the same will be recovered from contractor bills/ security deposit.**
22. The Contractor shall maintain regular contact with the contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract, and deploy adequate equipment and man power as per their instructions.

23. The contract will commence from date specified in the work order and shall remain valid for a period of **two year(s)** starting from 19.08.2021 or placement of work order whichever is later. BHEL and contractor by mutual agreement may extend the contract as per original terms & condition.
24. In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
25. Contractor and or his **authorised supervisor** should be **available at all time (in both A' & B'Shift) to supervise** the work allotted to him.
26. BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorized representative. BHEL has nothing to do or concerned with the employment of laborer 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.
27. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days' time, failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. BHEL shall have the right for risk purchase and forfeit of security deposit.
28. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.
29. As a general rule, no advance shall be payable to contractor.
30. Contractor shall ensure payment of wages to the laborer through bank latest by 7th of next month & maintain proper for their timely disbursement (records should be preserved for a period of 5 years & produce the same on demand before BHEL/Statuary authorities). PF & ESI deposit statement is to be got verified by BHEL **officers** before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7th of next month for record. Contractor's bills will be verified and forwarded for payment only after that. **Before submission of bills every month, proof of having deposited GST last month will have to be submitted. Also declaration as per 'Annexure – B' (format enclosed) shall have to be submitted along with every bill/invoices.**
31. Contractor should ensure proper safety of all workmen, his equipment, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
32. **The Contractor shall provide and ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.**
33. In case of any accident, it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
34. Any injury to the staff/labor of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor.
35. The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
36. The contractor shall give the payment to laborer at the rate **notified** for **skilled, Semi-skilled & unskilled** by BHEL (not state Govt. notified rates) from time to time every month. They shall deposit PF and ESI as per BHEL rule in the name of laborer engaged on monthly basis.
37. All payment regarding Bonus, leave etc. as per various acts. at BHEL **notified rates are to be made through bank.**

- 38.** In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- 39.** In case of failure any terms & condition of work order, BHEL reserves the right to cancel/short close the contract without any financial liability. Decision of head (Stores) shall be final and binding on the contractor in this regard of contract. Security deposit shall be liable to be forfeited and BHEL can resort to risk purchase too.

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

We hereby undertake that:

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

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

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory

GST No:

Pre-qualification Criteria (PQC)

Participating contractors must have minimum total three (03) nos. tractors along with trolley or trucks or in combination registered in his name or in partner's name or in the name of his firm. Tractor (Agriculture category shall not be valid) or truck or in combination must be registered in commercial category. Copies of valid registration certificate, insurance certificate and fitness certificate are to be enclosed with tender documents. Alternatively, participating contractors must have valid continuous lease agreement (duly notarized) for minimum total three (03) tractors along with trolley or trucks or combination with bona fide owner of tractor trolley (registered under commercial category) or trucks or combination for a period of next two years from tender opening date. The lease agreement shall also include clause that owner shall not have any other agreement with any other party for these tractor trolley or trucks or combination, during lease period of two years. Copies of valid registration certificate, insurance certificate and fitness certificate are to be enclosed with tender documents.

Sr. No.	Scope of Work
1	Loading & shifting, unloading & stacking of various material from CPS to various shops like-SMS, S.FDY, L.FDY, Forge shop, M/c. Shop with contractor's tractor trolley/truck. In addition to above shifting of empty and loaded BHEL wagon from medium Forge shop to M/c. Shop & vice versa by contractor's tractor/truck is also included in scope of work. No separate charges shall be payable for this work

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
Email ID		
Mobile No.		
Landline No.		
Postal Address		
Contact Person		
Mobile No.		
Owner detail		
GST detail		
PAN No.		
PF detail		
ESI detail		
Udyam Certificate and CA certificate for MSME to be submitted (in case of exemption of EMD)		
PQC/ General and Special Terms & Conditions		
CA certificate for MSE's in support of Udyam Certificate to be submitted (in case of exemption of EMD)		
Completion certificate		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

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

Sign & seal of Contractor

ANNEXURE – VI**Tender Name: Shifting of Material.****Tender NIT NO:-FF:21:CSX:RV:WC:01:015**

Sr. No.	Description of work	*Estimated quantity for two years for material shifting from CPS to various shops. ('A')	Rate to be quoted by contractor excluding GST ('B')	Total Value(Rs.) (A * B')
01	Loading & shifting, unloading & Stacking of various materials from CPS to various shops like- SMS, S.FDY.L.FDY, Forge Shop, and M/c Shop with contractor's tractor trolley/Truck. In addition to above, shifting of empty and loaded BHEL wagon (loading, unloading by BHEL) from medium forge shop to Machine shop & vice versa by contractor's tractor/trucks is also included in scope of work. No separate charges shall be payable for this work.	20000 MT		
	<u>TOTAL</u>			
	GST shall be reimbursed extra as applicable against submission of valid documents after verification on GSTN.			

Note: -

- Price bids of only Techno-Commercially acceptable offers shall be opened.
 - Cost evaluation shall be done on the basis of total cost to BHEL for all the work.
 - Work shall be executed by one contractor only.
- * **Estimated material shifting quantity =20000 MT (On the basis of SIV) for two years which shall be basis for measurement of works. Actual Quantity may vary.**
- # The period of the works contract shall be 24 months from the date of placement of work order or 19.08.21 whichever is later.

(Signature and Seal of the Contractor)