

**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 Knocked out sand by Tractor Trolley.
NIT No	FF:21:PSF:RV:WC:05:080
Date of Issue of NIT	19.03.2022
Type of bid	<i>Two Part Bid.</i> (Techno-commercial & Price Bid)
Period of Work	12 Months
NIT Value (Rs.)	24.72 lakh
GST	GST extra as applicable.
Tender Document Cost	NIL
Amount of Earnest Money Required (Rs.)	Rs. 29,662.00
Security deposit (SD)	5% of the contract value.
Last date and time of Receipt of Tender	09.04.2022, 01:55 PM
Date & Time for opening of Technical Bid	09.04.2022, 02:00 PM
Splitting of Work	YES (In Ratio 60:40)
Reverse Auction (RA)	Yes, as per RA guidelines available on www.bhel.com.
Place of opening of Tender & Tender Submission Address	Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)
Contact Detail	Shri- NIRAJ KUMAR GAUTAM, Sr. MANAGER-(WCX, WW & 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, V, VI & VII (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-VIII). 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:PSF:RV:WC:05:080**, and Tender opening Dated:-**09.04.2022**.

(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.

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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 /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.
- 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."

SPECIFIC TERMS & CONDITIONS

- 1- L-1 status shall be decided on total value of contract i.e. total value as per PRICE BID. Work shall be split between two contractors in a ratio of **60:40**.
- 2- Tendered Quantities are based on planned production profile of Steel Foundry & Light Foundry of next one year. Thus it is not fixed and may vary depending upon the production requirements and other production variables during the contract period.
- 3- The Contractor has to deploy adequate nos. of supervisors and skilled/semi-skilled /un-skilled manpower so as to complete the work in the specified completion period.
- 4- Minimum labour deployment must be in line with safety parameters/norms and decision of Engineer – Incharge in case of “minimum labour to be deployed for work execution” will be final and binding on contractor.
- 5- इस ठेके में Sand shifting के लिये Tractor trolley की आवश्यकता पड़ेगी, अतः ठेकेदारों के पास स्वयं की Tractor trolley की RC अथवा Agreement होनी चाहिये जो Industrial Use के लिये पंजीकृत हो एवम RC व Agreement की स्वप्रमाणित प्रतिलिपी पूर्व में (Part -1 Technical bid में) प्रस्तुत करना अनिवार्य है। कार्य आदेश मिलने पर Tractor trolley से सम्बंधित अन्य दस्तावेज Insurance इत्यादि की स्वप्रमाणित प्रतिलिपी विभाग में प्रस्तुत करना अनिवार्य है।

Categorywise complicity Factor and Instruction for Billing:

Sl. No.	Activity (Unit in MT)	मात्रा लगभग (MT)	Factor	Total Rate for Billing (Rounded off to nearest integer)
1	Sorting , collection & segregation of reusable materials like Chills , Gaggars , Rods, clamps from knocked out sand and Shifting of knocked out reclaimable lumps / non-usable fused sand of SF and LF by tractor trolley (Inside Plant within 1 Km. range) by manual loading process.	20000	0.87	Average Rate quoted by contractor (A) x 0.87
2	Sorting , collection & segregation of reusable materials like Chills , Gaggars , Rods, clamps from knocked out sand and Shifting of knocked out non-usable fused sand by tractor trolley to outside plant (within 4 Km. range) by manual loading process.		1.13	Average Rate quoted by contractor (A) x 1.13

SCOPE OF WORK**Shifting of knocked out sand by tractor trolley to Inside Plant within 1 Km range Manual way-**

Sl. No.	Activities
1	Sorting , Collection & segregation of reusable materials like Sand lumps ,Chills , Gaggers , Rods, clamps from knocked out sand and storage at specified bins/ places.
2	Shifting of Reclamable sand to SRP (Inside Plant within 1 Km. range) Manual loading/unloading (Tractor-Trolley are to be engaged daily for shifting of waste sand from Steel Foundry & Light Foundry works to sand reclamation plants.)
3	Loading, transportation & unloading of reclaimable Sand lumps near the Sand Reclamation Plant inside the shed.
4	In case Sand Reclamation Plant is under breakdown, Sand/ Sand lumps to be transported outside Steel Foundry & unloading within CFFP at the specified area
5	Metallic pieces scattered in Sand heaps will be put in specified bins by the contractor.
6	Tramp metal coming out from the magnetic separator of SRP or segregated has to be shifted to the scrap bins in the moulding bays.
7	The waste material coming out from the cleaning of the vibrator screen has also to be dumped at specified location. Minimum one Tractor Trolley of this material has to be removed every week.
8	Except sand lumps shifting to SRP, loading of all knocked out sand will be done in presence of CISF representative . Fused or non-usable sand will be dumped at specified area in CFFP (within 1 KM range). No metallic or any other material except sand to be loaded.

B) Shifting of knocked out sand by tractor trolley to outside plant:-

Sl. No	Activities
1	Tractor Trollies are to be engaged daily for shifting of waste sand from Steel Foundry & Light Foundry works to outside plant.
2	The work involves loading, unloading & carrying it to the indicated points. The materials going outside the factory will be witnessed & duly signed by Security Guard. The shop is to be kept clean every day.
3	Sand has to be dumped outside the factory area at the indicated points within the Township (upto 4 Km one way) .Knocked out sand is collected from works and to be unloaded outside factory (as suggested by BHEL Township from time to time). Probable waste sand dumping areas are as following however these may be changed as per requirements of BHEL. - Areas along the Railway line near Keshav Kunj Baag. - Low laying area behind Saraswati Shishu Mandir. - Pit behind 132 KV Substation and Pit near Barrier No- 05. - Low laying area near Barrier no- 08.
4	CONTRACTOR will load sand, only in presence of CISF representative for shifting Outside Plant. The loaded trollies going outside of BHEL plant shall be escorted up to Material Gate of BHEL by CISF representative. No metallic or any other material except sand to be loaded if trip is scheduled to go outside of plant. CONTRACTOR shall be responsible for any other material caught going outside the plant other than sand. CISF representative shall be provided by BHEL only. In case CISF representative is not available tippers/dumpers shall not be loaded to go outside plant.

Unit of measurement is weight of Sand for all activities.

All types of sand shifted & processed will be weighed in BHEL's weighbridge installed inside the plant premises and payment will be released based on weighbridge certification. All weighment slips are to be kept for record by the contractor.

In case of non-availability of Weighment Bridge or shifting of sand during odd hours or in Sunday, Holidays etc. each and every trip shall be verified by concerned BHEL representative duly signed by Engineer – Incharge. Such trip/trips shall be paid on **volumetric basis**. Contractor shall keep a record of such trips. In case of any discrepancy, decision of Engineer In-charge shall be final and binding on contractor.

NOTE: The given scope of work, details out the major activities only. However there may be certain other activities required for completion of the desired work, such related activities will have to be carried out without any extra cost. Also any activity of rectification or rework due to any reason will be done by the contractor without any extra cost.

PRE-QUALIFYING CRITERIA (PQC)

This section details minimum requirement on part of the Bidder for the works contract for “**Shifting of Knocked Out Sand**” tender no. FF:21:PSF:RV:WC:05:080 in Steel Foundry. In general, the bidder must satisfy following criteria:

Sl no.	Details	Requirement from vendor	Vendor's Response Yes/No
1.	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 applications are invited. <i>Similar works means “shifting of material” by Tractor-Trolley.</i>	Bidder to submit required work order copies of the work clearly specifying name of along with performance certificate from the customer to whom services were provided.	
2.	Bidder must submit proof of having Tractor-Trolley. Bidder may have own Tractor-Trolley or may have agreement with owner of Tractor-Trolley. Tractor-Trolley must be permitted for use in Commercial purpose in both cases.	Bidder to submit copy of Registration Certificate (RC) of Tractor-Trolley (if bidder is owner of Tractor-Trolley) or RC along with Agreement done with owner of Tractor-Trolley on stamp paper of Rs. 10	
3.	Financial Position- Vendor to submit Copy of ITR/ Audited Balance Sheet for last 3 financial years	Bidder to take note and confirm	
3.1	Average Annual Financial Turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least Rs. 8.24 lacs.	Bidder to take note and confirm	
3.2	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: a) Three similar completed works costing not less than the amount equal to Rs.9.89 Lacs. OR b) Two similar completed works costing not less than the amount equal to Rs. 12.36 Lacs OR c) One similar completed works costing not less than the amount equal to Rs.19.77 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 cl. 1) and total value of work.	

1. MSE's (Micro & Small Enterprise) & Start-ups as defined in MSMED Act and/or Govt. Policy are exempted from clause 3.1 & 3.2 of above mentioned qualification criteria as per clause no 3 and 4 of Circular No 1(2)(1)/2016-MA dated 10th March, 2016 of Ministry of MSME, GOI.
2. For such exemptions, Bidders must submit documents undisputedly establishing them as a MSE or Start-Up entity, in the area as detailed in clause 1, valid as on the date of Tender Opening. Such documents shall include certificate of in-corporation, registration certificate, UAM/UDYAM certificate. For verification of UAM/UDYAM Certificate from CA, ITR & Balance Sheet may also be submitted.
3. 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.

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 (in case of exemption of EMD)		
Registered under category (Micro / Small / Medium)		
CA certificate for MSME in support of Udyam Certificate to be submitted (in case of exemption of EMD)		
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

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

This is to certify that M/s.....,
(hereinafter referred to as 'company') having its registered office at..... is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:....., Category:.....
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment & Turnover of the company as per the latest audited financial year as per MSMED Act 2006 are as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006:

Rs.....Lacs.

Turnover Rs.....Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs.

Turnover Rs.....Lacs.

(Strike off whichever is not applicable)

The above investment & Turnover of Rs.....Lacs & Rs.....Lacs respectively are within permissible limit of Rs.....Lacs for investment & Rs.....Lacs for Turnover for Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant-

UDIN-

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: -

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

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

PRICE BID FORMAT

Name of Contractor:

Tender No. : FF:21:PSF:RV:WC:05:080

Tender Name : Shifting of Knocked out sand by Tractor Trolley.

Work/Item	Unit	Qty.	Rate in Rs. Per Unit (In digit)	Rate in Rs. Per Unit (in words)	Total Value in Rs. (In digit)
Shifting and disposal of knocked out sand	MT	20000			
Total Value in Rs. (In Digits):					
Total Value in Rs. (In words):					

Note:

1. GST payable shall be extra as applicable.

2. MT = Weight of sand in Metric Ton.

3. Contractor has to fill his quoted rates in columns given above (in digits & words both). In case of any difference between rates filled/quoted in digits & words by the contractor, only rates filled/quoted in words shall be acceptable. Incomplete/wrong/over-written forms shall be Countersign by the contractor.

(Signature and Seal of the Contractor)
