



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

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| Name of Work | “Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP” |
| NIT No | FF:20:MXA:RM:ME:01:075 |
| Date of Issue of NIT | 23.03.2021 |
| Type of bid | <i>Two Part Bid.</i> (Techno-commercial & Price Bid) |
| Period of Work | 24 Months |
| Tender Document Cost | NIL |
| NIT Value (Rs.) | 55.17 Lakh |
| Amount of Earnest Money Required (Rs.) | 110345.00 |
| Security deposit (SD) | 5% of the contract value. |
| Last date and time of Receipt of Tender | 16.04.2021, 01:55 PM |
| Date & Time for opening of Technical Bid | 16.04.2021, 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> |
| Contact Detail | Shri- NIRAJ KUMAR GAUTAM, 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 |

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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:20:MXA:RM:ME:01:075, **and Tender opening Dated: 16.04.2021.**
- (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.

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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.

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- 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.

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- 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.

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- 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.

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- 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.

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- 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.

Name of work: Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP.

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."

SPECIAL TERM AND CONDITIONS

| | Description |
|---|--|
| 1 | The contractors are advised to visit the work-site and go through the terms & conditions of the contract before quoting the rates for the same. |
| 2 | The work may need deployment of labors in two or more shifts to complete the work in stipulated time and as per requirement of the job. The contractor shall observe and follow the provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his/her employees. Work in second / third shift, overtime, Sundays or on other declared holidays shall be carried out after getting written permission from Engineer In-charge. |
| 3 | <p>Contractor shall decide the number of workers to be deployed for execution of the work awarded to him/her and he or his authorized representative will be entitled to dictate such workers about the manner of carrying out the work as per prescribed specifications and quality plan. However, contractor shall inform BHEL for engaging/removing the labour for executing the work.</p> <p>If BHEL Executive (concerned shop production/maintenance or in-charge furnace maintenance & planning) finds the manpower insufficient to complete the job(s) within stipulated time or meet the requirement of the work, the contractor shall increase the number of employees suitably. The augmentation of manpower shall suitably be decided by mutual discussion between BHEL & contractor.</p> <p>This clause is however, not binding on the clauses mentioned later in the contract in case BHEL observes that the manpower deployment for carrying out the job is insufficient.</p> |
| 4 | The work shall be governed by scope of work, general terms and conditions of BHEL contract, special conditions, environment-related conditions, safety clause and any other relevant condition mentioned or not mentioned here, but applicable. |
| 5 | <p>Quality plan / performance evaluation – Before starting any preventive maintenance activity or breakdown maintenance which comes under the scope of this contract, BHEL and the representative of contractor shall jointly assess the quantum of work to be done, estimated value of that work and the time period in which the work is to be completed. However, the decision of BHEL representative shall be binding on the contractor.</p> <p>BHEL executive may choose to extend the time period for execution of the work in case the work is delayed due to reasons not attributable to the contractor. The reasons shall be recorded by BHEL suitably.</p> <p>In case of delay due to reasons attributable to the contractor the same shall be liable for liquidated damage charge which will be governed as per clause no 8 of special terms and condition.</p> <p>Further to the completion of the work, the same will be inspected by BHEL. Payment shall be made only on satisfactory completion of the work. The machine shall be kept under observation for a period of one month from the date of completion. Breakdowns/problems, if any shall be brought to the notice of the contractor by BHEL and shall have to be rectified by the contractor within the quoted rates i.e., at no extra cost to BHEL. Quality checks may include visual checks, D.P test and UT as directed by BHEL.</p> <p>Note- Raw material required for completion of projects/works, like structural steel, refractory welding electrodes, welding machines, compressed air, oxygen and natural gas etc. will be provided by BHEL.</p> |

Name of work: Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP.

| | Description |
|----|---|
| 6 | This is a maintenance work. The exact requirement of manpower cannot be anticipated. Thus manpower deployed may vary in accordance with the quantum of work. (refer clause 3) |
| 7 | Contractor may have to complete the work earlier as advised by Site In charge even before the scheduled period of completion as per the urgency of the work. No excuse for overall completion period will be entertained. |
| 8 | Appropriate labours as per jobs in suitable quantity, not less than 4 nos. skilled and about 8 nos. unskilled labours, have to be engaged. Maximum of 5 nos. skilled workers and 11 nos. unskilled workers will be required in a day. |
| 9 | In case contractor is unable to deploy sufficient manpower for timely completion of the work due to non-availability or any other reason, BHEL will have the right to deploy required manpower from any source at contractor's risk and cost. The decision of the Engineer in charge of BHEL shall be final in this regard. |
| 10 | BHEL reserves the right to cancel the contract in case the performance of the contractor is not found satisfactory. The SD/ASD of the contractor shall be forfeited in this case. While suitable and timely communication shall be made to the contractor in this regard, BHEL Engineer in-charge's decision shall be final and binding on the contractor. |

PQR (Pre- Qualification Requirement)

This section details minimum requirement on part of the bidder for Dismantling, Fabrication, Repair, Erection and Painting of Steel Structure, Ceramic fiber lining, Mono-Lane Module Lining & all Refractory Lining maintenance work in various Furnaces of CFFP, the bidder must satisfy following criteria.

1.0 The Bidder must have Executed work of below mentioned nature.

Repair/Maintenance of fuel fired furnaces along with refractory work.

As a proof, completion certificate(s)/Work Order(s) from the original client(s) must be submitted. Any work supporting or facilitating to above work will not be considered.

2.0 Turnover and Financial Position:

Average annual financial turnover for the last 3 financial years ending 31st March (i.e. for the financial years 2017-18, 2018-19 and 2019-20), must be not less than Rs.10 Lakhs.

(Copy of ITR and Balance Sheet to be submitted)

Bidder must submit proof of having carried out successfully, work of similar nature during last 7 years ending last date of the month previous to the one in which NIT for this work is issued. Similar work means Clause **1.0** as above

Not less than Rs.11 Lakhs for each of minimum three similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs. 14 Lakhs for each of minimum two similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs.22 Lakhs for each of minimum one similar completed works with any organization of repute but not the bidders own organization.

As a proof, completion certificate(s)/Work Order(s) from the original client(s) must be submitted. In case of AMC, order value per annum will be considered for evaluation. Any work supporting or facilitating to above work will not be considered.

MSE’s (Micro & Small Enterprise) & Start-ups as defined in MSMED Act and/or Govt. Policy Circular No 1(2)(1)/2016-MA dated 10th March, 2016 clause no 3 and 4 are exempted from above mentioned qualification criteria.

For such exemptions, Bidders must submit documents undisputedly establishing them as a MSE or Start-Up entity in the field of repair/manufacturing of industrial furnaces valid as on the date of Tender Opening. Such documents shall include certificate of in-corporation, registration certificate, UAM certificate etc.

In addition to this, an affidavit is required to be submitted stating that the all the information/documents submitted are true and vendor is solely responsible for all the information produced.

SCOPE OF WORK

Works Contact for “Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP”.

This work contract is for carrying out miscellaneous repair work of various equipment including repair of Re-heating furnace structure, Heat treatment furnaces, Bogie structures, piping, dismantling/ repair/replacement of heat resistant castings, repair of furnace walls, dismantling, fabrication, erection and painting of steel structure in various furnaces of shops. The work also includes repair of ceramic lining, mono-lane module lining & refractory lining of furnaces of Forge & Foundries

Detailed description of work is as stated below: -

| S. No. | Work Schedule | Total jobs (Envisaged qty) |
|--------|---|----------------------------|
| 1 | Dismantling of damaged Steel Structure | 280 MT |
| 2 | Repair /Fabrication of Steel Structure: | 340 MT |
| 3 | Erection of Steel Structure: | 340 MT |
| 4 | Cleaning and Painting of Steel Structure | 1200 M ² |
| 5 | Repair of Ceramic fiber lining. | 360 M ² |
| 6 | Monolane module lining maintenance of Re- heating Furnaces. | 720 M ² |
| 7 | Refractory lining and maintenance work | 700 MT |

Contractor shall be advised to deploy appropriate labours as per jobs in suitable quantity, not less than 4 nos. skilled and 8 nos. unskilled labours, have to be engaged. Contractor will arrange and ensure that all the necessary PPEs are used by their manpower.

After opening of bids, lowest cost will be calculated cumulative of all jobs and work will be allotted to one party whose total cost is found lowest among offers.

NO: FF:20:MXA:RM:ME:01:075 Dated:- 23.03.2021

Name of work: Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP.

ANNEXURE – V

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 | 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

Name of work: Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP.

PRICE BID FORMAT

| | | |
|--------------------------|---|---|
| Name & Address of Bidder | : | |
| Tender Notice No. | : | FF:20:MXA:RM:ME:01:075, Dated:-23.03.2021. |
| Nature of Contract | : | Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP |
| Period of Contract | : | 24 months |

| S. No | Work Schedule | Total jobs (Envisaged qty) | Estimated rate /unit | Quoted Price |
|--|---|----------------------------|----------------------|--------------|
| 1 | Dismantling of damaged Steel Structure | 280 MT | | |
| 2 | Repair /Fabrication of Steel Structure: | 340 MT | | |
| 3 | Erection of Steel Structure: | 340 MT | | |
| 4 | Cleaning and Painting of Steel Structure | 1200 M ² | | |
| 5 | Repair of Ceramic fiber lining. | 360 M ² | | |
| 6 | Monolane module lining maintenance of Re- heating Furnaces. | 720 M ² | | |
| 7 | Refractory lining and maintenance work | 700 MT | | |
| Total Quoted Rates in figures (Excluding GST) | | | | |
| Total Quoted Rates (Excluding GST) | | | | |
| <p>*GST will Be Paid Extra As per Actuals</p> <p>1. Rate quoted by vendor in Rate column of price bid will only be considered for calculating total cost of the tender. Any remarks written anywhere will not be acceptable and may lead to rejection of the offer.</p> <p>2. Lowest cost will be calculated cumulative of all jobs and work will be allotted to one party whose total cost is found lowest among offers.</p> | | | | |