

## **DETAILS OF TENDER DOCUMENT**

The Tender document consists of the following:

- PART-1 (Techno-Commercial Bid)
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  - PQC – Pre-Qualifying Criteria
  - Special Terms & Conditions
  - General Instructions to Tenderer
  - General Terms & Conditions of Tender
  - Annexure-1: Work Experience Details Format
  - Annexure-2: Details of Bid & Bidder
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- PART – 2 (Financial Bid)

## **PRE-QUALIFYING REQUIREMENTS(PQR)**

### **1. PRE-QUALIFYING REQUIREMENTS (PQR):**

#### **a. EXPERIENCE:**

- i. Bidders must possess experience of similar nature of work (i.e. Laying / R & M of Water Supply Line etc.)
- ii. Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
  1. Three similar completed works, each costing not less than the amount equal to Rs 4.45 lacs)
  - OR,
  2. Two similar completed works, each costing not less than the amount equal to Rs 5.57 lacs)
  - OR,
  3. One similar completed work costing not less than the amount equal to Rs 8.90 lacs).

Bidders shall submit relevant documents and work completion certificate in original /photo copy on the letter head pad of the organization for which the work has been done and signed by authorized signatory of the concerned organization. (Summary Format Enclosed at Annexure-1). They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is found adverse, the bidder will be disqualified.

#### **b. FINANCIAL CAPACITY:**

- i. Average Annual financial turnover during the last 03 years ending 31.03.2023, must be at least Rs. 3.34 Lacs. Bidder shall have to submit audited Profit & Loss Accounts Statement and Balance sheet with UDIN Number for the same along with the Technical bid for 2020-21, 2021-22, 2022-23. [In case audit not completed for 2022-23 due to final date of auditing, bidder shall furnish CA certificate to this effect and produce audited P&L and Balance Sheet for FY 2019-20, 2020-21, 2021-22]
- ii. Bidder shall have to submit copy of PAN No. along with Income Tax Return for the same three financial years for which audited P&L and Balance sheet is submitted.
- iii. If the Inception Date of the bidder's firm/company is less than 3 years as on 31.03.2023, the bidder must submit audited Profit & Loss Account Statement & Balance Sheet with UDIN Number and Income Tax Return for ALL the years since inception to calculate Average Annual financial turnover as per PQR Condition No. 1.b.i above.

#### **c. LEGAL OBLIGATIONS**

- i. Parties should comply with all relevant state and central Govt. statutory/legal obligations and the Bidders must possess PAN Card, GST Identification Number (GSTIN), P.F. code No., ESI code No. & Labour License No. etc. Copy of the same has to be submitted in support of above.
- ii. In case the Bidder do not possess ESI Code No / PF Code No. / Labour License No., he will have to submit an undertaking stating that ESI Code No / PF Code No. / Labour License No. shall be submitted within one month of award of work, failing which BHEL shall be authorized to forfeit EMD against this tender and cancel the tender. BHEL shall provide form-V for Labour License after LOI, if required.

### **SPECIAL CONDITIONS:**

1. Material Supplied should be as per the specification of BOQ/ CPWD Specifications.
2. No compensation of whatsoever will be paid to the contractor for losses if any during running of work or accident at the site.
3. These special conditions shall supersede the general conditions of contract in case of discrepancy.
4. The tenderer should ensure correct nature of work required to be done prior to quoting the rates. The contractors are advised to see the site before quoting the rates.
5. MAINTENANCE / WARRANTY PERIOD for this contract shall be SIX (06) MONTHS from date of actual completion of work after which security deposit shall be released.
6. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
7. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
8. If cement work is to be done as per BOQ, the contractor will ensure proper curing of cement work as per direction of Engineer-In-charge.
9. The work will be done as per enclosed specification. Details not covered in enclosed specification/BOQ shall be as per CPWD/relevant BIS specifications. For measurement, CPWD norms shall be followed unless otherwise mentioned.
10. The work shall be governed by CPWD specifications, General terms and conditions of BHEL contract, special conditions, environment-related conditions, BHEL Health & Safety Policy and any other relevant condition mentioned here.
11. Quantities mentioned in bill of quantity may vary on either side as per actual requirement at site. Quantity may vary 25% on either side of individual items. Excess of Expenditure over agreement value shall not be allowed unless approved by BHEL
12. Any extra item concerning to the completion of work will have to be executed by the same contractor, as per direction of Engineer Incharge. The rates of such item will be decided by the competent authority (for award of work) but on no account the work will be stopped.
13. In case scheduled items & worked-out items are included in BOQ, the contractor must quote rates for both items. L-1 will be judged on cumulative quoted value for all items of the work.
14. Conditional offer will be rejected.
15. Power of Attorney will not be accepted from individual Contractors/Tenderers.
16. BHEL shall have the right to reject any tender based on past unsatisfactory performance of Tenderer.
17. BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its/ their being the lowest/ highest.
18. BHEL reserves the right to award only fraction or part of the work given in the Bill of Quantity.
19. Contract may be cancelled at any stage without assigning any reason and Contractor/Tenderer shall not have any claim in this regard.
20. If any information/documents submitted by the Contractor/Tenderer is/are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.
21. The main criteria of judging performance of Contractor will be timely completion & quality of the work and response of the Contractor.
22. In the course of 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.
23. In case of 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 situation shall be final and binding.
24. If required, work can be done anywhere in the campus of BHEL Haridwar as per direction of Engineer In-Charge.
25. Contractor has to complete the work within the given period of completion.

## 26. MATERIAL RELATED

- All the T&P labour etc. required for proper completion of work shall have to be arranged by the contractor.
- Material will have to be got approved before use from the Engineer Incharge.
- In case drain cleaning rods are required as per BOQ, the same will be issued by the department free of cost but they should be returned back, else the cost of rods will be recovered from the contractor.
- In case cement/steel are under BHEL's supply as per BOQ, the same shall be issued free of cost from BHEL store as
- In case cement/steel are under BHEL's supply as per BOQ, the contractor shall draw the cement from the central plant store and deposit the same in the safe custody of works Incharge/ stores keeper and thereafter drawl of cement will be according to daily consumption requirement with the permission of work Incharge on proper issue slip
- In case cement/steel are under BHEL's supply as per BOQ, No cement work will be allowed on Sunday and holidays except in extra ordinary case and then permission of engineer Incharge should be taken in advance.
- Any damage/loss etc. during transportation of Material shall be responsibility of the contractor.

## 27. HEALTH, SAFETY & ENVIRONMENT RELATED

- Scaffolding and safety arrangement to be made by the contractor wherever required.
- The contractor has to ensure safety of workmen, material, plant & machinery, including making available and ensuring use of all safety equipment, personal protective equipment (PPE's) etc. failing which BHEL shall be free to provide necessary PPE's at the risk & cost of contractor.
- All type of mishap/ injury etc. caused to their staff engaged for the execution of work shall be the responsibility of the contractor and all staff shall be covered under group insurance policy.

## 28. TERMS OF PAYMENT AND TAXES

- Price shall remain firm throughout the contract period.
- Contractor shall pay the applicable minimum wages as per relevant provisions of the Minimum Wages Act, 1948 along with the BHEL Additional payment component in respect of workmen deployed for this work. As on date i.e. Jan-2023 the minimum wages in BHEL Haridwar is as follows:

Category	Minimum Wages in BHEL
Un-Skilled Worker	Rs. 552.23 Per Day
Semi-Skilled Worker	Rs. 614.23 Per Day
Skilled Worker	Rs. 672.38 Per Day

- All disbursement should be in e-mode only.
- No advance payment shall be paid to the contractor.
- No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.
- Bill should be prepared as per actual measurement at site based on the items provided in Bill of quantity. After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
- Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard.
- Final bills against work contract shall be submitted to finance within 2 months from date of actual completion of work and duly certified by engineer in charge, unless there is some problem which shall be supported by a document in this regard. Payment RA/Final bills may be followed as per mentioned below.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days
Wherever ILC payment terms are being given in tenders floated outside GeM	120 days

- Payment of GST will be made on actual applicable GST rate. GST will be reimbursed after shown / reflecting on GST Portal.

- j. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
- k. Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.
- l. Prices shall remain firm during the validity of contract. The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables, equipment, change in minimum wages and manpower required to provide service. BHEL shall also have right to deduct penalties as per provisions of the contract.
- m. If vender fails to provide GST credit to BHEL in time, then the recovery of same will be made from any running contract of vendor with BHEL.
- n. LD & Penalty Clause:**
  - i. LD @0.5% of contract value per week or part thereof subject to a maximum of 10% of contract value shall be applicable if contractor fails to complete of aforesaid work as per contract timelines.
  - ii. LD shall be applicable only if the delay is attributable to contractor.
  - iii. In case contractor is unable to deploy sufficient manpower, machinery or other resources for timely completion of the work due to non-availability or any other reason, BHEL will have the right to deploy required manpower, machinery or other resources from any source at contractor's risk and cost.
- o. SECURITY DEPOSIT RELATED:**
  - iv. Security Deposit shall be 5% of the contract value.
  - v. In case of (a) small value contracts not exceeding Rs 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit
  - p. Measurement shall be taken jointly by any person / persons duly authorized on the part of the BHEL & the Contractor. The Contractor shall provide assistance with appliance and other things necessary for measurement without extra charge. If the Contractor/their representative fails to attend when required for measurement, the Engineer In-Charge shall have the power to proceed by himself to take measurements and in that case, these measurements shall be deemed to have been accepted by the Contractor as final. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the Contractor under different items of Bill of Quantity. These entries will be counter-signed by the Contractor or his duly authorized representative.
  - q. Payment shall be made as per accepted rates for the satisfactory work done as per details given in item & its specification.
  - r. No payment shall be made for the work done without the permission of Engineer In-Charge.
  - s. Running Bill payment against the work executed shall be made to the Contractor after recording on Measurement book by authorized BHEL representative & agreeing by the Contractor's representative and duly checking by Engineer In-Charge.
  - t. The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on Contractor's part. No claim will be entertained after signing the final bills.
  - u. All payment will be subject to deduction of income tax/ trade tax etc. at source as per applicable rules.
  - v. All payment will be made through e-mode.
  - w. Recovery from Contractor: Whenever under the contract, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum 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.
  - x. The Contractor shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from BHEL to make progress or other payments.
  - y. As a matter of Administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
  - z. Any other applicable Cess and/or Tax not mentioned above shall be borne by the Contractor. The rates quoted shall be deemed to include all such applicable Cess and/or Tax of both Central & State Governments. The contractor shall indemnify BHEL from all such claims in this regard.

29. Termination of Contract for Death: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the Contractor's authorised survivors.
30. Post Technical Audit of Work and Bills: BHEL reserves the right to carry out a post payment audit/ technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the preceding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
31. Any deviations to the specification of items shall be with prior approval as per site requirement.

**32. CONTRACTOR'S OBLIGATIONS:**

- a. Contractor shall supervise the work allowed to him and to be carried out by his employees.
- b. The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- c. 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 skills, proficiency, qualification, experience etc.
- d. The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the contractor and his employees, the contractor alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- e. The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor, if any, has to be borne by the Contractor.
- f. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- g. Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership firm/ company, place of work, contract number and duration of validity of card.
- h. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- i. The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- j. Contractor will be responsible for the good conduct of his employees. in case of any misconduct/ misbehaviour by any employee, the Contractor will replace such employee(s) immediately.
- k. Contractor will ensure that the jobs are being executed through his employees on his rolls and shall not sub-contract the job.
- l. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- m. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor shall lie exclusively with him.
- n. Contractor to provide safety appliances and safety shoes to his employees. the Contractor shall be responsible for enforcing all safety regulations as applicable.
- o. Contractor to ensure that all precautions are taken for safety of his employees and equipment.



- p. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In-case Contractor decides to terminate services of his employees; he should settle all terminal dues including retrenchment compensation.

**33. TOWARDS STATUTORY LIABILITIES:**

- a. All statutory requirements under The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, Employees' Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, the Contract Labour (Regulation and Abolition) Act 1970, the Payment of Bonus Act 1965, Income-tax Act, 1961, Service Tax Act and Rules as Amended by Finance Act 2016 and all other applicable acts shall be complied with by the contractor.
- b. Contractor shall comply with all statutory requirements, rules and regulations notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
- d. Contractor to provide PF passbooks to his employees and ensure payment of PF, under EPF & MP Act 1952 to the RPFC.
- e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership no. card of each employee.
- f. Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h. Contractor shall be solely responsible for non-payment / delayed payment of Wages/DA, Contributions under EPF & MP Act, ESI Act etc.
- i. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bill under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j. Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k. The liability for any compensation on account of injury sustained by an employee of the contractor will exclusively be that of the contractor.
- l. Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of the wage period in the presence of the authorised representative of contract operation division.
- m. Contractor to obtain license under The CL (R&A) Act, 1970.

**34. TOWARDS SUPPLY OF TOOLS, TACKLES & MATERIALS:**

- a. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary, contractor may take insurance policy of his men, material, equipment and tools and tackles.
- b. Contractor shall provide safety appliances & PPEs and maintain the same at his own cost which may be required under the statute or otherwise.
- c. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

**35. TOWARDS FINANCE:**

- a. Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job

36. The tenderer should ensure correct nature of work required to be done prior to quoting the rates. The work is of emergency nature and essential, hence only parties who may attend work on call should quote.

37. All the T&P labour etc. required shall have to be arranged by the contractor for proper completion of the assigned job.
- 38. BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1966 & CESS RULES, 1998.**
- a. In case any portion of work involves execution through building or construction workers, then the contractor shall ensure compliance to the above titled Acts and contractor shall obtain license and deposit the cess under the Act. In the circumstances, it may be ensured as under: -
- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.
  - ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
  - iii. It shall be the responsibility of the sub – contractor to furnish the receipt / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub – contractor during the preceding month.
  - iv. It shall be the absolute responsibility of the sub – contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
39. Contractor have to register their contract in HR-Contract Labour Cell, before the commencement of work. Monthly payment certificate of contract shall be routed through HR before it's submission to Finance-Works. Before processing of payment of Running/Final Bill to the contractors by Finance department, contractor shall have to submit registers/documents related to attendance, payment of wages, PF Challan, ESI Challan, Bank Statement as a proof of payment and other forms/registers required under various labour laws duly verified by contracting department to HR-Contract Labour Cell.
40. In case of breach of contract complete security deposit (SD) shall be forfeited or encashed (as the case may be) and additional amount equitant to 10% of contract value minus SD amount shall be recovered from the pending bills of contractor in BHEL or legal remedies shall be pursued for balance amount if there is no pending bills at the time of breach of contract.



## General Instructions to Tenderer

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

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

### 1.0 Quoting & Signing the Tender

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

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

## 2.0 Signing the Tender

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.

- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

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

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

### **4.0 Quoting**

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

### **5.0 Participation**

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

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

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

### **Note: -**

- 1. In case of any ambiguity/discrepancy between any clause of "General Terms & Conditions" and "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" the clause of "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" shall prevail.

## General Terms & Conditions of Tender

### **1. GENERAL**

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

### **2. 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**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken 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 with General and Special 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 "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" 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.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.  
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Haridwar.
- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) 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.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- (o) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) **"DEVIATION ORDER"** means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) **"EMERGENCY WORK "** means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) **"PROVISIONAL SUM" or "PROVISIONAL LUMP SUM"** means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) **"PROVISIONAL ITEMS"** means items for which approximate quantities have been included in the tender documents.

### **3. 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)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - (iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. **(FDR should be in the name of the contractor, a/c BHEL)**
- 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.

### **4. SECURITY DEPOSIT**

- (a) Successful vendor shall require to deposit security. 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.
- (b) Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

(d) The Security Deposit shall not carry any interest.

(e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

**(f) Refund of Security Deposit**

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

**5. COMMERCIAL TERMS**

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

**6. NOT APPLICABLE**

**7. SETTLEMENT OF DISPUTES/ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. 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.

**8. RISK PURCHASE CLAUSE**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

**9. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, 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 date (WO 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) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. 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.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

#### 10. **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.

#### 11. **SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/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, 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. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

#### 12. **IMPLEMENTATION OF INTEGRITY PACT (IP)**

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 2 Crore or above. This pact shall be considered as a preliminary qualification for further participation.

##### **12A. INTEGRITY PACT (IP)**

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem 1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

**Note:** No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

### **13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE**

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

### **14. RIGHT OF ACCEPTANCE**

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount /revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### **15. PRICE SCHEDULE**

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation

**NB:** Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.

### **16. GST RELATED TERMS & CONDITIONS**

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 (Harmonised 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

Since in case of unregistered dealer, 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-

- Timely raising & submission of GST compliant Invoices
- Timely receipt of Goods & Services
- Timely and correct payment of applicable GST by supplier/contractor
- Timely filing of return
- Compliance of other applicable provisions on supplier/contractor:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

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 the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

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

We hereby undertake that:

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

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

I/We agree with the above

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

Signature of Authorized Signatory (with seal)  
GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

#### **17. SPECIAL POWERS OF TERMINATION**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

#### **18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

#### **19. OVERWRITING IN PRICE BIDS**

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

#### **20. GENERAL NOTES**

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.

- d. In the course of 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."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
- l. The evaluation currency for this tender shall be **INR**.
- m. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- n. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a. they have controlling partner (s) in common; **or**
  - b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
  - c. they have the same legal representative/agent for purposes of this bid; **or**
  - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
  - e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
  - f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
    - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
    - 2. Indian/foreign agent on behalf of only one principal;

**or**
  - g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
  - h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

**ANNEXURE-1**

**DETAILS OF WORKS (COSTING NOT LESS THAN RS \_\_\_\_\_ LACS) DONE DURING THE LAST SEVEN**

**YEARS:**

**(Refer Qualifying Condition No. 1 (A))**

(To be submitted along with Techno-Commercial Offer)

**Attach separate sheets in below format, if required.**

S.No	Full Postal Address of client	Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Actual completion	Year of completion	Experience certificate Enclosed at Page No
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01								
02.								
03.								
04.								

**NOTE:** A copy of completion certificate and work order copy of each work mentioned above shall be submitted by the Contractor along with the tender document.



**ANNEXURE-2**

**DETAILS OF BID & BIDDER (TO BE FILLED BY BIDDER)**

(A) BIDDER OFFER NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

(B) LEGAL NAME OF THE BIDDER AS IN GST REGISTRATION: \_\_\_\_\_

(C) GST REGISTRATION NO. \_\_\_\_\_

(D) STATE \_\_\_\_\_

(E) PLACE OF BUSINESS \_\_\_\_\_

(F) CATEGORY OF REGISTRATION UNDER GST (I.E. REGISTERED DEALER / UNREGISTERED DEALER/ DEALER OPTED FOR COMPOSITION SCHEME): \_\_\_\_\_

(G) ADDRESS OF THE BIDDER: \_\_\_\_\_

(H) E-MAIL ADDRESS OF THE BIDDER: \_\_\_\_\_

(I) CONTACT NO. OF THE BIDDER: \_\_\_\_\_

(J) TENDER FESS RELATED DETAILS (DETAILS OF CASH RECEIPT/DD/EXEMPTED WITH DETAILS/REASON FOR EXEMPTION SOUGHT): \_\_\_\_\_

(K) EMD RELATED DETAILS (FORM IN WHICH SUBMITTED WITH REF. DETAIL / EXEMPTED WITH DETAILS/REASON FOR EXEMPTION SOUGHT): \_\_\_\_\_

**ANNEXURE-3**

**UNDERTAKING  
(by the tenderer)**

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Instructions to Tenderer, General/Special Conditions of Contract and agree to abide by the same.
2. I/We have submitted the tender document in Part-1 of the offer. Part-2 offer i.e. price bid contains only the BOQ and the quoted rate.
3. I/We shall abide by and fulfil the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
4. I/ We shall abide by the GST Act/ Rules as applicable.
5. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
6. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
7. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
8. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
9. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
10. I/ we shall maintain valid labour license throughout the period of contract.

**ANNEXURE-4**

**UNPRICED BID**

Sn	Description	Unit	Qty	Rate	Amount
<b>Worked Out Items(WOI).</b>					
<b>1</b>	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.: All kinds of soil Unit:cum	Cum	1000	129.35	129350
<b>2</b>	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m. Unit:cum	Cum	800	83.8	67040
<b>3</b>	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared. Unit:100sqm	100sqm	45	482	21690
<b>4</b>	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering-All work upto plinth level: 1:4:8 (1 Cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size) Unit:cum	Cum	10	3593.3	35933
<b>5</b>	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.: Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix) Unit:Cum	Cum	40	671.05	26842
<b>6</b>	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work :25 mm dia. nominal bore Unit:m	Mtr.	50	209.4	10470
<b>7</b>	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete: :25 to 40 mm nominal bore Unit:No.	No.	50	277.35	13867.5
<b>8</b>	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.: External work :75 mm nominal inner dia. Pipes. Unit:m	Mtr.	96	1854.85	178065.6
<b>9</b>	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work :100mm nominal inner dia .Pipes. Unit:m	Mtr.	240	2563	615120
<b>10</b>	Providing and fixing G.I. Union in existing G.I. pipe line, cutting and threading the pipe and making long screws including excavation, refilling the earth or cutting of wall and making good the same complete wherever required: :25 mm nominal bore. Unit:No.	No.	50	294.5	14725

**I/WE HAVE GONE THROUGH ALL THE SPECIFICATIONS, SPECIAL & GENERAL CONDITIONS, CONTRACTOR'S OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.**

**Note:** For WOI rates will be quoted in BoQ1.

**Rate of GST..... %**

**ANNEXURE-5**

**ACCEPTANCE / NO DEVIATION CERTIFICATE**

**NIT No:** .....

WE HEREBY CONFIRM THAT WE HAVE NOT CHANGED/ MODIFIED/MATERIALLY ALTERED ANY OF THE TENDER DOCUMENTS AS DOWNLOADED FROM THE WEBSITE/ ISSUED BY BHEL AND IN CASE OF SUCH OBSERVANCE AT ANY STAGE, IT SHALL BE TREATED AS NULL AND VOID.

WE ALSO HEREBY CONFIRM THAT WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR TAKEN ANY DEVIATION FROM THE TENDER CONDITIONS AS WELL AS OTHER REFERENCES APPLICABLE TO THE ABOVE REFERRED NIT.

WE FURTHER CONFIRM OUR UNQUALIFIED ACCEPTANCE TO ALL TERMS AND CONDITIONS, UNQUALIFIED COMPLIANCE TO TENDER CONDITIONS, INTEGRITY PACT (IF APPLICABLE).

WE CONFIRM THAT WE HAVE THE SUBMITTED OFFER IN LINE WITH TENDER INSTRUCTIONS AND AS PER AFORESAID REFERENCES.

THANKING YOU,

**YOURS FAITHFULLY,**

(SIGNATURE OF BIDDER  
WITH DATE & SEAL OF  
THE BIDDER'S FIRM)

**ANNEXURE-6**

**CHECKLIST**

Before quoting, the Contractors are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract, Technical Specifications & Bill of Quantities, Extant Minimum Wages, wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work at his own risk and cost.

Sl. No.	Description	Submitted (Yes / No)	Page No if submitted
1.A	Documents Submitted in Support of <b>PQR Condition No 1.A</b> ( <u>Work Experience Certificates</u> ) Details to be furnished in <b>ANNEXURE-1</b>		
1.B	Documents Submitted in Support of <b>PQR Condition No 1.B</b>		
1.B.i	Audited Balance Sheets with UDIN AND Profit & Loss Account Statements as per PQR Condition No. 1.B.(i)		
1.B.ii	Income Tax Returns as per PQR Condition No. 1.B.(ii)		
1.C	Documents Submitted in Support of <b>PQR Condition No 1.C</b>		
1.C.a	PAN Card,		
1.C.b	P.F. code No. against PQR Condition 1.C <b>OR</b> Undertaking against PQR Condition 1.C.		
1.C.c	ESI code No. against PQR Condition 1.C <b>OR</b> Undertaking against PQR Condition 1.C.		
1.C.d	Labour License No. against PQR Condition 1.C.i <b>OR</b> Undertaking against PQR Condition 1.C.		
1.C.e	GST Identification Number (GSTIN) against PQR Condition 1.C		
2	Work Experience details format <b>ANNEXURE-1</b>		
3	Details of Bid & Bidder (To be filled by bidder) <b>ANNEXURE-2</b>		
4	Undertaking <b>ANNEXURE-3</b>		
5	BOQ UNPRICED <b>ANNEXURE-4</b>		
6	No Deviation Certificate <b>ANNEXURE-5</b>		
7	Sign & Stamp on Complete tender documents including special conditions		

**I/We, the contractor, hereby certify that I/We have read, signed and understood completely, all the above-mentioned pages of this tender document completely. I/WE Hereby certify that there is no deviation from the Tender conditions either Technical or commercial and I am agreeing to all the terms & conditions mentioned in the Tender Specifications**