भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED

बी एच ई एल सम्पदा कार्यालय/BHEL ESTATE OFFICE बी एच ई एल उपनगरी/ BHEL TOWNSHIP, सैक्टर/ SECTOR-17 नोएडा / NOIDA- 201301



TENDER DOCUMENT

FOR

Cleaning of sewer line in BHEL Township Sector-17 Noida

निविदा संख्या/ NIT No. 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025

CONTENTS

- 1- खुली निविदा आमंत्रित करने की सूचना / Notice Inviting Open Tender
- 2- तकनीकी वाणिज्यिक बोली/ Techno-Commercial Bid Part A
- 3- वित्त बोली/ Price Bid Part B

निविदा करने की अंतिम तिथि / LAST DATE FOR SUBMISSION: 16.06.2025 at 15:00 Hrs.

निविदा खोलने की तिथि/ DATE FOR OPENING OF TENDER: : 16.06.2025 at 15:30 Hrs.

अभिन्दर सिंह I OMENDER SINGH
प्रवंदाक I Manager
उपनगरी प्रशासन / Township Administration
भारत हेवी इलेक्ट्रिकल्स लिमिटेड I Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड I हाजनीशेप, सेक्टर 17 नोएडा-201301
सम्पदा कार्यालय, बीएचईएल टाउनशिप, सेक्टर 17 तोएडा-201301

NIT No. - 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2625



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेकटर -17, नोएंडा — 201301 (यू.पी.), भारत BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA मोबाईल नंबर/ Mobile No. - 8800957694 Email id - omender@bhel.in

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the following Work in BHEL Township, Noida.

Name of Work :-

Cleaning of sewer line in BHEL Township Sector-17 Noida

NIT No.

05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025

Period of Contract: Two months (60 days) from the date of placement of work order.

Earnest Money

: Nil

Tender Cost

: Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 16.06.2025 at 15:00 Hrs.

Date of opening the tender

: 16.06.2025 at 15:30 Hrs.

The Tender Document may be obtained from the Office of Manager (HR-TAX), Estate Office, Sector-17, Noida free of cost or may be downloaded from BHEL e-Procurement Portal (https://eprocurebhel.co.in) and submit online latest by 16.06.2025 at 15:00 Hrs. Tenderers have to submit their bids/offers electronically/through online only by logging to BHEL e-Procurement portal https://eprocurebhel.co.in/. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal https://eprocurebhel.co.in/. Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates. In case of any clarification the bidder can contact undersigned on mobile No.-8800957694 or at e-mail: omender@bhel.in.

For & on behalf of "BHEL"

(Omender Singh) Manager (HR-TAX)

आमेन्दर सिंह I OMENDER SINGH

प्रविधक / Manager उपनगरी प्रशासन / Township Administration NIT No. - 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06. भूख हेवी इलेक्ट्रिकल्स लिग्टेड / Bharat Heavy Electricals Limited Page No. 2 of 15

PART 'A' - TECHNO- COMMERCIAL BID

A) INSTRUCTIONS FOR THE BIDDERS:

- 1) The offer shall be submitted as per the instructions of tender document. Only one set of tender documents duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after digital signature) as a part of their offer. In case of any clarification, bidder may contact this office.
- 2) 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 bid shall be liable for rejection.
- 3) Tenderers have to submit their bids/offers electronically/ through online only by logging to BHEL e-Procurement portal https://eprocurebhel.co.in/. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. Tender must be submitted in single parts, i.e., Single Bid along with Excel Price Bid.
- 4) It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e-Procurement portal.
- 5) Bidders 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. Bidders are advised to go through the FAQ available in the web portal.
- 6) Before quoting, tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, and all other documents which are part of tender and shall form part of the agreement to be entered into.
- 7) All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- 8) 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.
- 9) 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.
- 10) The Tender shall be digitally signed by the Authorized Signatory Only.
- 11) 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.
- 12) 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.
- 13) Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
- 14) Rates must be quoted in figures as well as in words.
- 15) BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.
- 16) In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.

17) The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.

06.2025

प्रवेदक 7 Manager

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18) Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the subject work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified from Manager (HR-TAX), on mobile No.-8800957694, Telephone no. – 0120 6027803 or e-mail: omender@bhel.in

B. PRE-QUALIFYING CRITERIA:

- a) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) The bidder should have PAN No.
- c) The bidder's average annual financial turnover should be **Rs 1.17 Lakhs** (excluding GST) or above for the last 03 Financial Years (2021-22, 2022-23 & 2023-24 ending 31st Mar 2024), following documents are to be submitted along with bid:
 - i. Self-attested copies of audited Balance Sheet, Profit & Loss Account along with copies of Income Tax return of last three financial years ending 31st Mar 2024 i.e. 2021-22, 2022-23 & 2023-24.

Or

- ii. Self-attested copies of CA Certificate showing turnover along with copies of Income Tax return of last three financial years ending 31st Mar 2024 i.e. 2021-22, 2022-23 & 2023-24.
- d) The experience of having successfully completed similar Works (Similar work shall mean execution of Cleaning / Repair/ Construction of sewer line works) during last 7 years ending on 31.05.2025 should be either of the following: -
 - (i) Three similar completed jobs/ services costing not less than Rs. 1.56 Lakhs (excluding GST) each.

OR

(ii) Two similar completed jobs/ services costing not less than Rs. 1.95 Lakhs (excluding GST) each.

OR

(iii) One similar completed jobs/ services costing not less than Rs. 3.12 Lakhs (excluding GST).

C. GENERAL TERMS & CONDITIONS: -

- 1) BHEL will not be responsible for the delay under any circumstances for non-submission of Tenders ONLINE.
- 2) 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.
- 3) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
- 4) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 5) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 6) The Rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes including GST.
- 7) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 8) The evaluation currency for this tender shall be INR (Indian National Rupee).
- 9) <u>VALIDITY OF RATES:</u> Validity of rates will be 90 days from the date of Part-A Bid opening.

आमेन्द्रम रिग्रिट LOMENDER SINGH
प्रवेचक / Manager
प्रवेचक / Manager
प्रवेचक / Township Administration
प्रवेचक / Township Administration
भारत हैवी इलेकिट्रकल्स लिगिटेड / Bharat Heavy Electricals Limited
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NIT No.- 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025 Page No. 4 of 15

10) PRICE BID:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers.

Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote a single overall percentage, (+) above, (-) below or at par with the tender rates in ONLINE EXCEL Price Bid format. The same quoted percentage will be applied on every item of the BOQ. Evaluation of Price Bid will be done on overall L-1 rate inclusive of all including all taxes and duties.

BHEL shall finalize successful tenderer by conducting <u>online Reverse Auction</u>. Date of conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid, the decision of BHEL will be final in this regard.

12) **REVERSE AUCTION:** 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 bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

13) **COMPLETION PERIOD:** The total work completion period will be for **2 months** (i.e. **60 days**) from the dated of award of work order.

14) PROGRESS OF WORK AND L. D./ PENALITY FOR DELAY:

- a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b) In case there is a delay attributable to contractor in completing the work in above mentioned completion period from the date of award of work, L.D. will be imposed @ ½ % (i.e. 0.5 %) per week of delay. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD will be calculated on the total contract value.
- 15) **QUANTITY VARIATION:** The excess variation in quantity of any item mentioned in the BOQ may vary 25 % and can be reduce upto any extent as per site requirement as per the direction of Engineer in charge during execution of work due to site requirement but the total executed value of work shall be within the work order value.

16) TAXES AND DUTIES:

a) To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.

NIT No. - 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025 Page No. 5 of 15

आमेन्दर सिंह I OMENDER SINGH:
प्रवंदक I Manager
प्रवंदक I Manager
उपनगरी प्रशासन / Township Administration
जारक की इलेक्ट्रिकल्स क्लिटेड / Bharat Heavy Electricals Limited
नारक की इलेक्ट्रिकल्स क्लिटेड / Bharat Heavy Electricals Limited
नारक की इलेक्ट्रिकल्स क्लिटेड / Bharat Heavy Electricals Limited
सम्मदा कार्यालय, नीरवर्डस्स टाउनशिष, सेवटर 17 तेपडाटक 70 प्रवंदिक 70 प्रवंद

- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit
- c) GSTIN of BHEL is "09AAACB4146P2ZC".
- d) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- g) The vendor shall ensure strict compliance under GST Act & Rules so that input tax credit is available to BHEL. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.

17) PAYMENT TERMS:

- a) No advance payment or the payment for mobilization of work will be made to the Contractors.
- b) The payment of bill will be made only after obtaining certificate of satisfactory completion of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the final bill.
- c) The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL
- d) Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against bill, within 90 days for Non MSME (whereas 60 days for Medium Enterprises and 45 days for Micro & Small Enterprises) from the date of receipt of bill without any discrepancies, subject to conditions mentioned at S. No. 16 (Taxes & Duties).
- e) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- f) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- g) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- h) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- i) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- j) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- k) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- 18) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 19) The contractor should have **PF code number & ESI code number** before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.
- 20) Store and Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.

उपनगरी प्रशासन / Township Administration भारत हेवी इसेविट्रकल्स विमिटेड | Bharal Heavy Electricals Limited भारत हेवी इसेविट्रकल्स विमिटेड | Bharal Heavy होन्दर 17 नोएडा-201301 सम्पदा कार्यालय, स्मित्वर्डपल टाउनिशप, भेक्टर 17, Noida-201301 सम्पदा कार्यालय, सिम्बर्डपल टाउनिशप, Sector 17, Noida-201301 Estate Office, BHEL Township, Sector 17

- 21) MAINTENANCE PERIOD: The contractor will be responsible for the quality of the work and Period of guarantee/ maintenance shall mean the period of six months which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 22) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
- 23) The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.
- 24) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 25) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 26) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 27) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

28) **SECURITY DEPOSIT:**

- a) The total amount of Security Deposit will be 5 % of the contract value. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the 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 Saving 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)
 (Note: 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)
 - vi) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) The security deposit will be released only after completion of Guarantee/ Maintenance period.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency.

आंमेन्दर सिंह / OMENDER SINGH
प्रबंधक / Manager
जपनगरी प्रशासन / Township Administration
भारत हेवी इवेविद्रकल्या लिन्टिंड/ Bharat Heavy Electricals Limited
सम्पदा कार्यालय, बीएवर्डएल टाजनिश्च संबदर 17 भारत कार्यालय, बीएवर्डएल टाजनिश्च संबदर 17 Naida &
Estate Office, BHEL Township, Sector 17, Naida &

NIT No.- 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025 Page No. 7 of 15

- The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- f) In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 29) The bidder along with its associate/collaborators/sub-contractors/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 any fraud or suspected fraud as soon as it comes to their notice.
- 30) **TERMINATION OF CONTRACT:** BHEL may terminate the contract earlier by giving not less than thirty day's written notice of termination to the successful tenderer, if the successful tenderer does not remedy a failure in performance of their obligation under the contract or without assigning any reason, within thirty days after being notified and without prejudice to the rights of the Company to recover any amount becoming due under this Contract. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 31) <u>TERMINATION OF CONTRACT ON DEATH:</u> 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 survivors.
- 32) <u>RECOVERY FROM CONTRACTOR</u>: 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 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 the contractor shall pay the claim on demand without any terms & conditions.
- post payment audit and 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 proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- ARBITRATION / CONCILIATION: In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and reenactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

35) BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

NIT No.- 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025 Page No. 8 of 15

आंग्रेन्टर शिंह | OMENDER SINGH
प्रवेदक / Manager
प्रवेदक / Manager
उपनगरी प्रशासन / Township Administration
उपनगरी प्रशासन / Township Administration
अगरत है इंबेट्रिक्न्स लिमिटेड | Bharat Heavy Electricals Limited
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अगरत है विद्रक्रिक्स लिमिटेड | Bharat Heavy Electricals 17 नोएडा-201301
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Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

36) SPECIAL CONDITIONS RELATED TO THE WORK

- a) Cleaning of sewer line and manhole shall be done by diesel running vehicle mounting Hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc.
- b) No man/women is allowed to enter in the manhole of sewer during cleaning of the sewer line.
- c) Sludge/silt/mud etc. removed from the manhole shall disposed of immediately by the contractor at the authorized place designated by local governing body. Any charges/royalty for disposing of sludge/sild/mud etc. shall be borne by the contractor.
- d) Manual scavenging is strictly prohibited in the BHEL Township, Sector-17 Noida.
- e) Residual/debris or any solid materials which is not getting cleaning through jetting and sucking to be removed using mechanical means only.
- f) Manholes should be covered immediately after completion of the works. Contractor has to make sure that the all manhole must be covered.
- g) All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL.
- h) The contractor will have to make his own arrangement for transportation of water to the site of work. Contractor has to make his own arrangement of water for the cleaning of the sewer line via Tanker at no extra cost to BHEL.
- i) The work will be done up to the satisfaction of engineer in charge. If the quality of work is not up to the mark re-work will be done without any extra claim.
- j) The work will be done as per the convenience of existing infrastructure. Any misconduct with the residents & other staff will not be tolerated.
- k) Any damage of other than specified' due to the negligence of contractor's worker, the recovery will be done from the contractor.
- The security deposit will be released only after carrying out required maintenance if any, to the entire satisfaction of Engineer In-charge.
- m) After completion of the work in a building the contractor will remove all unwanted material/rubbish from the site with no extra claim.
- n) All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL. All materials will be approved by Engineer In-charge before use.
- o) Any damage of other than specified' due to the negligence of contractor's worker, the recovery will be done from the contractor.
- 37) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 38) **QUALITY OF MATERIALS**: All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- 39) <u>INSPECTION OF MATERIALS</u>: All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 40) **WORKMANSHIP**: Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 41) **SUPERVISION OF WORK**: The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

आंमेन्दर रिष्टि / OMENDER SINGH
प्रवंधक / Manager
उपनगरी प्रशासन / Township Administration
शास्त्र हेवी इतेविट्रकल्स हिमिटेड / Bharat Heavy Electricals Limited
सम्पदा कार्यालय, बीएमर्डरल टाउनशिप, सेवटर 17 नोएडा-201301
सम्पदा कार्यालय, बीएमर्डरल टाउनशिप, रेवटर 17, Noida-201301
Estale Office, BHEL Township, Sector 17, Noida-201301

NIT No.- 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025

Page No. 9 of 15

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- Contractor to ensure that the workforce 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.
- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 6) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Environmental Pollutions Acts, Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 9) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 11) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.

अभेन्दर सिंह | OMENDER SINGH
प्रवेदक / Manager
प्रवेदक / Manager
उपनगरी प्रशासन / Township Administration
उपनगरी प्रशासन / Township Electricals Limited
भागत हेवी इलेक्ट्रिकल्स निमेटेड / Bharat Heavy Electricals Limited
भागत हेवी इलेक्ट्रिकल्स निमेटेड / Bharat Heavy रा नोएडा-२०१३०१
भागत कार्यांच्य नीएवर्डएस टाउनशिप, गेवटर १७, Noida-२०१२०१
सम्पदा कार्यांच्य नीएवर्डएस टाउनशिप, Sector 17, Noida-२०१२०१
Estate Office, BHEL Township, Sector 17,

- 12) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 13) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 14) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 15) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 16) Contractor to get all his employees insured against all type of risks at his own cost.
- 17) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 18) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 19) The contractor must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 20) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 21) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

For & on behalf of "BHEL"

(Omender Singh) Manager (HR-TAX)

ओमेन्दर सिंह / OMENDER SINGH

उपनगरी प्रशारान / Township Administration भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited सम्पदा कार्यालय, बीएचईएल टाउनशिप, सेक्टर 17 नोएडा-201301 Estate Office, BHEL Township, Sector 17, Noida-201301

UN- PRICE BID

Name of Work NIT No:-

: Cleaning of Sewer line in BHEL Township Sector-17 Noida.

SI. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes
1	2	4	5	6	54
. 1	Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm.	1800.000	METER	244.040	439272.000
2	Carriage of materials (manure or sludge) up to lead of 5 Km	130.000	CUM.	166.720	21673.600
Total in Figures					460945.600
Quoted F	Rate in Figures		Select	*.	0.000

GST	%	app	licabl	e ·	-	%
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Note:

- 1. Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at Excel file uploaded in Portal along with tender.
- 2. The same quoted percentage will be applied on every item of the BOQ.
- 3. Bidder have to write applicable GST % at above price format.
- 4. Work Order will be issued after applying quoted percentage and excluding GST portion for every item of BOQ and GST will be mentioned extra in Work Order in the same price format. The total amount will remain same in Work Order.

उपनगरी प्रशासन / Township Administration अपनारा प्रशासन / Township Auminishanun आतत हेवी इसेनिट्कलो निमिटेड | Bharal Heavy Electricals Limited उपनारी प्रधारान / Township Acuticals Limited

उपनारी प्रधारान / Township Acuticals Limited

उपनारी प्रधारान / Township Acuticals Limited

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उपनारी प्रधारान / Township Acuticals Limited

उपनारी प्रधारान / Township Acuticals Limited

अस्मिर्ट | Bharat Heavy Electricals Limited

अस्मिर्ट | Bha

(Signature & seal of the Bidder)

Page No. 12 of 15

DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the Bidder)

Place:

Date:

आमेन्दर शिंह / OMENDER SINGH
प्रयंघक / Manager
उपनगरी प्रशासन / Township Administration
भारत हेवी इतेविद्रकल्स लिमिटेड / Bharat Heavy Electricals Limited
सम्पदा कार्यात्वय, बीएचईएल टाउनशिप, सेक्टर 17 नीएडा-201301
Estate Office, BHEL Township, Sector 17, Noida-201301

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the Bidder)

अभिन्दर सिंह I OMENDER SINGH
प्रवंघक / Manager
प्रवंघक / Manager
प्रवंघक / Manager
प्रवंघक / Manager
विपनगरी प्रशासन / Township Administration
भारत हेवी इलेक्ट्रिकला लिमिटेड / Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकला लिमिटेड / Bharat Heavy Electricals Limited
भारत होवी इलेक्ट्रिकला लिमिटेड / Bharat Heavy Electricals Limited
भारत कार्यालय, बीएवईएल टाउनशिष, सेवटर 17 नीएडा-201301
सम्पदा कार्यालय, बीएवईएल टाउनशिष, Sector 17, Noida-201301
Estate Office, BHEL Township, Sector 17, Noida-201301

BIDDER'S DETAILS

Name of the Contractor /Party/					
Firm					
Name of Representative					-
Postal Address					
			-		
Phone/ Landline Nos.					25
Mobile Nos.		·			
Fax No.		¥			
E-Mail Address				i.	
Web Site Address (If Any)					a
Bank details for payment	Name of Bank:				
through NEFT/RTGS and for release of EMD*	Branch:				
release of EMD.	Account No.:				
,	IFSC No.:				
	MICR No.:				

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the Bidder)

ओमेन्दर पैसंह / OMENDER SINGH
प्रबंधक / Manager
उपनगरी प्रशासन / Township Administration
भारत हेवी इलेविट्रकल्स लिग्टेड / Bharat Heavy Electricals Limited
सम्पदा कार्यालय, बीएचईएल टाउनशिप, सेक्टर 17 नोएडा-201301
Estate Office, BHEL Township, Sector 17, Noida-201301

Tender Inviting Authority: BHEL

Name of Work: Cleaning of Sewer Line in BHEL Township Sector 17 Noida

Contract No: 05:AA:NOI:ADMN.:SLC:112:2025-26 Dated: 05.06.2025

Name of the Bidder/ Bidding Firm / Company:						
(This BOQ tem	nplate must not be modified/replaced by the bidder	and the same s	PRICE SCHEDULE should be uploaded afte d to enter the Bidder N	PRICE SCHEDULE der and the same should be uploaded after filling the relevent c Bidders are allowed to enter the Bidder Name and Values only)	ne relevent columns,	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
NUMBER #	TEXT#	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT#
No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	Estimated Rate TOTAL AMOUNT in With Taxes Rs. P	TOTAL AMOUNT In Words
,	c	,	ı			1 1
	7	4	C	٥	54	55
	Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm.	1800.000 METER	METER	244.040	439272.000	439272.000 INR Four Lakh Thirty Nine Thousand Two Hundred & Seventy Two Only
2	Carriage of materials (manure or sludge) up to lead of 5 Km	130.000 CUM	CUM.	166.720	21673.600	21673.600 INR Twenty One Thousand Six Hundred & Seventy Three and Paise Sixty Only
Total in Figures	Se				460945.600	460945.600 INR Four Lakh Sixty Thousand Nine Hundred & Forty Five and Paise Sixty Only
Quoted Rate in Figures	n Figures		Select		0.000	0.000 INR Zero Only
Quoted Rate in Words	n Words		æ		INR Zero Only	y Sind represent

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