

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

**Making Electrical Earthing Pit & Laying of Earthing Strip in BHEL Township,
Sector- 17, Noida.**

निविदा संख्या/ NIT No. 26: AA: NOI: ADMN. Earthing:112:2022-23 Dated: 16.11.2022

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निविदा करने की अंतिम तिथि / LAST DATE FOR SUBMISSION: 07.12.2022 at 16:00 Hrs.

निविदा खोलने की तिथि/ DATE FOR OPENING OF TENDER: 07.12.2022 at 16:30 Hrs.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
मोबाइल नंबर/ Mobile No. - 9971116675
Email id – srikanta@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 : Making Electrical Earthing Pit & Laying of Earthing Strip in BHEL Township, Sector- 17, Noida.

NIT No. : 26: AA: NOI: ADMN. Earthing:112:2022-23 Dated: 16.11.2022

Period of Contract: 90 days (Three Months) from the date of placement of order.

Earnest Money : Rs 28,000.00 (*Rupees Twenty Eight Thousand Only*)

Tender Cost : Nill

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 07.12.2022 at 1600 Hrs.

Date of opening the tender : 07.12.2022 at 1630 Hrs.

Venue for opening of Tender : Estate Office, BHEL Township Sector-17, Noida

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate Office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by 07.12.2022 at 4:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-2553003, mobile No.-8800957694 or at e-mail: omender@bhel.in.

For & on behalf of “BHEL”


(Srikanta Sahoo)
Engineer (HR-TAX)

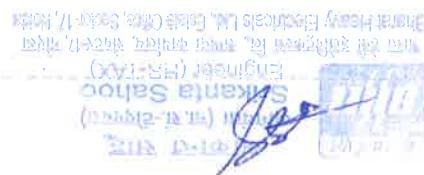
PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document 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 signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. 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.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, PQR Documents, General Terms & Conditions, Special Conditions related to work, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer.
6. Bid without requisite Earnest Money (EMD) will not be considered.
7. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
8. Rates must be quoted in figures as well as in words.
9. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
10. Date of opening of Price Bid and Reverse Auction will be intimated by telephone or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
11. 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.
12. 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.
13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
14. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 48 hours by email, etc. If the document(s) is/are not received within 48 hours the offer may be rejected.
15. **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 Engineer (HR-TAX), on mobile No.-9971116675 or e-mail : srikanta@bhel.in
16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

(Signature & seal of the Bidder)

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B. PRE QUALIFYING CRITERIA:

- 1) The Earnest Money Deposit (EMD) of **Rs 28,000/-** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope:-
 - i) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - iii) 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 Bidder, a/c BHEL)
- 2) The bidder's average annual financial turnover should be **Rs 4.20 Lakhs** or above for the last 03 Financial Years (2019-20, 2020-21 & 2021-22).
- 3) The copies of Work Order/ Certificate of Similar Works (*Similar completed Works shall mean Electrical Works (either in full or Electrical Work in Combined Works as per the values mentioned below)*) during last 7 years ending on 30.09.2022 should be either of the following:-
 - a) Three similar completed Works costing not less than Rs. 5.60 Lakhs each.
Or
 - b) Two similar completed Works costing not less than Rs. 7.00 Lakhs each.
Or
 - c) One similar completed Works costing not less than Rs. 11.20 Lakhs.

C. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- 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) Self-attested copies of CA certificate OR Balance Sheet and Profits & Loss Account statements of last three financial years i.e. 2019-20, 2020-21 & 2021-22.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. 2019-20, 2020-21 & 2021-22.
- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on **30.09.2022**. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Self-attested copies of the **PAN No.**
- f) Un-Price bid as per Annexure – I.
- g) The Bidder must Submit a declaration (enclosed at Annexure – II), that the bidder has not been suspended / blacklisted by any organization.
- h) No deviation certificate as per Annexure – III (enclosed) must be signed and stamped.
- i) Bidder must submit the bidder's details in the enclosed format (Annexure- IV).

D. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) 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.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.

(Signature & seal of the Bidder)

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- 5) 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
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) The evaluation currency for this tender shall be INR (Indian National Rupee).
- 11) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of Part-A Bid opening.
- 12) **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 at S. No. 7 of 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 (i.e. on Sl.No.-8 of Price Bid).

BHEL shall finalize successful tenderer by conducting **online Reverse Auction**. 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.

- 13) **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.

- 14) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
- ii) 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.
- iii) 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 to (a) and (b) above.
- iv) If there is any discrepancy between total quoted amount and actual total amount after applying quoted percentage (above/ below/ at par), the actual total amount after applying quoted percentage shall be prevailing and corrected.
- v) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

- 15) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

(Signature & seal of the Bidder)

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- a) Water & Electricity shall be provided free of cost.
- b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines of water/connection from existing main of source of supply as directed by Engineer in charge.
- c) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

16) **COMPLETION PERIOD:** The total work completion period will be for **90 days (03 Months)** from the dated of award of work order.

17) **PROGRESS OF WORK AND PENALTY FOR DELAY:**

- a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period. The Contract period is **90 days (i.e. 03 months)** from the date of award of contract.
- b) In case there is a delay attributable to contractor in completing the work in Completion period from the date of award of the Work Order, L.D./Penalty will be imposed @ $\frac{1}{2}\%$ (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/Penalty will be calculated on the total contract value.

18) **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.

19) **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 compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the contractor along with the work order.
- 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 Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.

20) **PAYMENT TERMS:**

- a) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- b) 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.

(Signature & seal of the Bidder)

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- c) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- d) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- e) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- f) 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.
- g) No advance payment or the payment for mobilization of work will be made to the Contractors.
- h) The payment of bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality 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 bill.
- i) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- j) Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at clause of Taxes & Duties. The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
- k) Engineer-in-Charge shall make payment for the actual executed quantity of work after recording joint measurement on Measurement Book (MB).
- l) 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.

21) **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.

22) 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.

23) Store and Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.

24) **MAINTENANCE PERIOD:** - The contractor will be responsible for the quality of the work and Period of guarantee/ maintenance shall mean the period of one year 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.

25) 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.

26) The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.

27) 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.

28) 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.

29) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

30) 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

(Signature & seal of the Bidder)

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having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

31) EARNEST MONEY DEPOSIT (EMD):

i. The Earnest Money Deposit (EMD) of **Rs 28,000.00 (Rupees Twenty-Eight Thousands Only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -

a. Electronic Fund Transfer credited in BHEL account (before tender opening)

| | |
|-----------------|--|
| Bank Name | Kotak Mahindra Bank |
| Address of Bank | G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 KG MARG, NEW DELHI |
| IFSC | KKBK0000172 |
| CA NO. | 9011196535 |
| BANK A/C NAME | BHARAT HEAVY ELECTRICALS LTD. |

b. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

c. 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 Bidder, a/c BHEL)

ii. Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.

iii. EMD of the tenderer will be forfeited if:

a) 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.

b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

c) 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.

iv. EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

v. EMD shall not carry any interest.

vi. EMD of successful tenderer will be retained as part of Security Deposit.

32) SECURITY DEPOSIT:

a) The total amount of Security Deposit will be **3 %** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. 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

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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 of one year from the date of actual completion of work.
- 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. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- f) Bidder agrees to submit performance security required for execution of the contract within 15 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

33) 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.

34) **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 therefor. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.

35) **TERMINATION OF CONTRACT ON 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 survivors.

36) **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 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.

37) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a 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.

38) **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.

(Signature & seal of the Bidder)

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The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment 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.

39) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

40) **SCOPE OF WORK/ SPECIAL CONDITIONS RELATED TO THE WORK**

- a) This work is related to laying of electrical earthing network in BHEL Township, Noida as per CPWD specifications.
- b) All tools & tackles like, hammer, chisels, screw driver, player, tester, testing equipment ladder, etc. will be arranged and provided by contractor at his own cost. No tools or testing equipment will be provided by the BHEL.
- c) The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- d) The contractor will have to complete all the work and making good as same within the assigned period including holidays by deploying sufficient man powers.
- e) The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
- f) The work will be done up to the satisfaction of Engineer in Charge along. If the quality of work is not up to the mark re-work will be done without any extra claim.
- g) Any damage of BHEL material like copper cable/Water Pipe Line/ IGL Gas Pipe Line, Energy meters etc. or resident's own belonging due to the wrong connection/short circuiting/mishandling or negligence of contractor's worker, the recovery will be done from the contractor.
- h) After completion of the work in a building/Site the contractor will remove all unwanted material/ debris /rubbish from the site and will dumped at dumping site by the contractor up to the lead of 300 meters at no extra claim.
- i) **The scope of work also includes providing and fixing with suitable arrangement of 99 nos. GI earth pit markers (size – 300mm x 300 mm) indicating resistance, test date, next due date etc at no extra cost to BHEL.**
- j) **The Earth resistance of Each Earth Pit after completion and must be $\leq 5 \Omega$ or made within acceptable Limits as per Indian Electricity Rules/ CPWD General Specification for electrical works and submitting the Test Report to Engineer- in-charge.**
- k) **The diameter of GI pipe should be 40 mm, 4.5 m long without any joint, medium class and conforms to class 4 of IS : 4736:1986.**
- l) **The Size of copper plate should be 60 cm x 60 cm x 3 mm thickness.**
- m) **The Earth Strip laying under the road should be in Trench less method by Manual/ Mechanical Moiling process without damaging the road.**
- n) **The Trench for laying of Earth Strip should be backfill with same type of materials as previous and make the surface in good condition.**
- o) **Providing and fixing earth bus of 50 mm X 5 mm copper strip on surface for connections etc. as required length for accommodating 10 nos. 10 sq. mm. copper cable.**

41) **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.

(Signature & seal of the Bidder)

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Srikant Sahay
Engineer(HR-TAX)
Bharat Heavy Electricals Ltd, Estate C100, Sector-17, Noida


42) **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.

43) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.

44) **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.

45) **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.

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.
- 2) 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 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

(Signature & seal of the Bidder)

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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.
- 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"


अमित्यता (पा. सं.-दीप्ति)
Srikanta Sahoo
Engineer (HR-TAX)
BHEL Ltd., Sector 11, Bhubaneswar-751011, Odisha
(Srikanta Sahoo)
Engineer (HR-TAX)

(Signature & seal of the Bidder)

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ANNEXURE: I

UN- PRICE BID

Name of Work : Making Electrical Earthing Pit & Laying of Earthing Strip in BHEL Township, Sector- 17, Noida.

NIT No.- : 26: AA: NOI: ADMN. Earthing:112:2022-23 Dated: 16.11.2022

Period of Completion: 90 days (Three Months) from the date of placement of order.

| Sl. No. | Description of Item | Unit | Qty. | Rate inclusive of all including GST (Rs.) | Amount inclusive of all including GST (Rs.) |
|----------------|--|-------------|-------------|--|--|
| 1 | Earthing with G.I. earth pipe 4.5 meter long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/coke and salt as required. | Set | 97 | 8,088.90 | 7,84,623.30 |
| 2 | Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc. with charcoal/ coke and salt as required. | Set | 2 | 16,328.84 | 32,657.68 |
| 3 | Supplying and laying 25 mm X 5 mm copper strip at 0.50 meter below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50 mm) | Metre | 20 | 1,146.96 | 22,939.20 |
| 4 | Supplying and laying 25 mm X 5 mm G.I strip at 0.50 meter below ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm) | Metre | 3000 | 169.92 | 5,09,760.00 |
| 5 | Providing and fixing earth bus of 50 mm X 5 mm copper strip on surface for connections etc. as required. | Metre | 200 | 2,493.34 | 49,866.80 |
| 6 | Total Amount inclusive of all including GST in ₹ | | | | 13,99,846.98 |
| 7 | Percentage Above/ Below(+/-) / at par with S. No. 6 in ₹ | | | | xxxxxxxxxx % |
| 8 | Total Amount inclusive of all including GST (@ _____ %) after quoting % in serial no. 7 (Rs) | | | | xxxxxxxxxxxxxx |

**Total Amount inclusive of all including GST (in words): Rupees xxxxxxxxxxxxxxxxxxxxxxxxx
xx**

(Signature & seal of the Bidder)

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श्रीकंत साहू
अधिकारी (ए.स. ईएफ.ए.)
Srikanta Sahoo
Engineer (MR=140)
Bharat Heavy Electricals Ltd., Raipur (C.G.), India
07712220000



Note:

1. Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 7 of Price Bid format.
2. The same quoted percentage will be applied on every item of the BOQ.
3. Bidder have to write applicable GST % at Sl. No. 8 of 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 mentioned at Sl. No. 8 will remain same in Work Order.

(Signature & seal of the Bidder)



(Signature & seal of the Bidder)

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ANNEXURE: II

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:



(Signature & seal of the Bidder)

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ANNEXURE: III

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)



(Signature & seal of the Bidder)

Page No. 16 of 19

ANNEXURE: IV**BIDDER'S DETAILS**

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

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

(Signature & seal of the Bidder)

શ્રીકાંત શાહ
અધિકારી (સા. સા. એન્જિનિયર)
Srikanta Shah
Engineer (HR-TAK)
ભારત હેવી ઇન્ડસ્ટ્રિયલ્ લિંટ., નોર્ડા કાર્યાલય, સેક્ટર-17, નોર્ડા
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the Bidder)

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PART -'B'- PRICE BID

Name of Work : Making Electrical Earthing Pit & Laying of Earthing Strip in BHEL Township, Sector- 17, Noida.

NIT No.- : 26: AA: NOI: ADMN. Earthing:112:2022-23 Dated: 16.11.2022

Period of Completion: 90 days (Three Months) from the date of placement of order.

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| 6 | Total Amount inclusive of all including GST in ₹ | | | | 13,99,846.98 |
| 7 | Percentage Above/ Below(+/-) / at par with S. No. 6 in ₹ | | | | % |
| 8 | Total Amount inclusive of all including GST (@ _____ %) after quoting % in serial no. 7 (Rs) | | | | |
| Total Amount inclusive of all including GST (in words): <u>Rupees</u> | | | | | |



श्रीकान्त साहू
अभियंता (भा.सा.-टी.एस.)
Srikanta Sahoo
Engineer (HR-TAX)

Note:

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(Signature & seal of the Bidder)

