

TENDER

(TENDER No. TCL/BRK/01/23-24)

FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**



**TOWNSHIP CIVIL MAINTENANCE
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BHOPAL - 462022 (M.P.)**

TENDER

(NIT NO. TCL/BRK/01/23-24)
FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**

TECHNICAL BID & PRICE BID
THIS PART IS TO BE FILLED IN WHEREVER
NECESSARY,

SIGNED WITH DATE AND WITH COMPANY SEAL AND

**THIS IS A SINGLE BID TENDER WHEREIN TECHNICAL &
PRICE BIDS ARE TO BE SUBMITTED TOGETHER IN
SEALED ENVELOPE**



**TOWNSHIP CIVIL MAINTENANCE
DIVISION**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
BHOPAL - 462 022 (M.P)

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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(TOWNSHIP CIVIL MAINTENANCE& CONSTRUCTION DIVISION)
NOTICE INVITING TENDER

Township Civil Maintenance & Construction Division, BHEL Bhopal invites sealed bid in single (**Techno-commercial Bid & Price Bid combined**) for following work from experienced and financially sound bidders who fulfil the qualifying criterion contained in the tender document:

NIT No & Date	TCL/BRK/01/23-24 Dated 27.03.2024
1) Name of work	Preparation of Volleyball court and other associated works at BHEL Sports Complex
2) Estimated Cost of Work	As per Schedule "A" (Excluding GST)
3) Completion Period	02 Weeks
4) Qualification Criteria	(i) Bidder must possess PAN & GSTIN Registration Certificate (as applicable). Copy of PAN card and GSTIN should be enclosed along with the offer.
5) Earnest Money	NIL
6) Tender cost	Rs. 200/- + GST extra @12% = Rs. 224.00 The Tender Cost shall be accepted only in e-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.) The online receipt or proof of deposition of tender cost shall be enclosed along with the techno-commercial bid. In case, tender is not accompanied with the tender cost as detailed above, tender shall be treated as invalid. Tenders received without tender cost in full or not in the manner prescribed above will not be considered. For NEFT/RTGS payment, refer bank details as per Annexure "X". (Tender Cost is mandatory & non-returnable). For SB Collect/Net banking payment, follow the link mentioned at 9(ii) of this NIT.
7) Penalty Clause	As per clause 31 of General terms and conditions of tender.
8) Venue for submission & opening of tender	Ground Floor, Tender Room, Administrative Building, BHEL, Bhopal
9) Other information	i) The Contractor has to obtain & submit the central labour license as per prevailing rules after award of the work/LOI. ii) "Online e-payment" facility through SB-collect is available on intranet as well as internet. This is for deposition of Tender Cost, Security deposit and Earnest money deposit by the participating tenderers. Following is the link:- https://bpl.bhel.com/qcins/iccs.htm [For first time user "Help Documents" is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also on respective page mentioned on page no 2 of the help documents. iii) As per the latest guidelines of BHEL for issuance of performance/experience certificates in respect of contracts (Purchases/Works) awarded by BHEL, an online system has been developed for the above mentioned purpose as per which the contractors have to submit their request through online portal available at https://siddhi.bhel.in only for works done for BHEL.
IMPORTANT DATES	
Due date & time of bid submission	On 30.03.2024; UPTO 11:00 AM
Due date & time of bid opening (Techno commercial Bid)	At 30.03.2024; 02:00 PM onward

Signature of Contractor

Signature of BHEL official

NOTE:

1. For detail, refer tender documents.
2. Detailed tender documents can be obtained from the office of MANAGER (TCL-Berkhera.) or can be downloaded from website of BHEL (https://www.bhel.com/index.php/latest_tenders).
3. BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action by BHEL.
4. All corrigenda, corrections, amendments, time extensions, clarifications etc., to the tender notice will be hosted on BHEL website (www.bhel.com). Bidders should regularly visit website to keep themselves updated.
5. Bidder shall provide an undertaking mentioning :-
"Services offered by me/us meets the local content requirement for 'Class-I Local Supplier' with local content equal to or more than 50%."

MANAGER (TCL/Berkhera)

Guest House, Civil Office
Berkhera, BHEL Township Bhopal-462022
Ph: 0755-2503193
Email: nitinkhatri@bhel.in

TECHNICAL BID

NIT No. TCL/BRK/**01/23-24**

FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**

SECTION – II

INSTRUCTIONS TO TENDERERS



**TOWNSHIP CIVIL MAINTENANCE
DIVISION**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
BHOPAL – 462 022 (M.P)



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

NAME OF WORK: - Preparation of Volleyball court and other associated works at BHEL Sports Complex

1.0 The bid is invited in single bid viz. combined Techno-commercial Bid & Price Bid.

- 1.1 Techno-commercial Bid :** Techno-commercial bid should contain documents in the same order as listed below:
- 1.1.1** Covering letter as per Annexure "A"
 - 1.1.2** Check List as per Annexure "B"
 - 1.1.3** Tender Fee in the prescribed form as mentioned in NIT
 - 1.1.4** EMD in the prescribed form as mentioned in NIT (if applicable)
 - 1.1.5** No deviation certificate- Technical-ANNEXURE-H
 - 1.1.6** No deviation certificate- Commercial-ANNEXURE-I
 - 1.1.7** Certificate conforming knowledge about site conditions – ANNEXURE - J
 - 1.1.8** This bid document, each page signed and stamped with all tables/Declaration forms/information sheets (Annexure A to Annexure K) duly filled in legible writing
 - 1.1.9** An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender
 - 1.1.10** Type of Firm with supporting documents
 - 1.1.10.1** IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.
 - 1.1.10.2** IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ Instrument of Partnership duly certified by a Notary Public shall be enclosed.
 - 1.1.10.3** IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
 - 1.1.11** Photocopy of PAN card in which PAN is readable.
 - 1.1.12** Copy of GSTIN Registration Certificate.
 - 1.1.13** Copy of Provident Fund Number issued by RPFC if already possessed by bidder.(as applicable)
 - 1.1.14** Copy of ESI Registration Number if already possessed by bidder. (as applicable)

Note:

- (i) Any deviation written elsewhere in the offer other than that in the document specified at Sl.No. 1.1.5 & 1.1.6 shall be treated as unread and shall not be considered for any purpose.

- 1.2 Price Bid:** Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule (placed under Section VI) may not be considered.
- 1.3 Techno-commercial & Price Bids duly signed should be put in a single sealed envelope & must be marked clearly as Part-I Techno-commercial Bid or Part-II Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on the envelope. Top of the outer cover/envelope should contain following information:**
- 1. NIT No. & Title of Work**
 - 2. Bid Opening date & time**
 - 3. Address/Venue of Bid Submission**
 - 4. Bidder's Name & Address**

- 2.0** The tender shall be submitted on or before the time & date specified in NIT if tender is delivered in person should be dropped into tender box for works contract kept in **Tender Room, Ground Floor, Administrative Building BHEL, Bhopal-462022.**
- 3.0** Tenders shall be opened by authorised officer of BHEL at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorised representatives who may like to be present. ***Tender offer envelope received in open/worn out condition will not be accepted.*** The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer.



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

- 4.0** If there are varying or conflicting provisions made in any of the documents forming part of the tender, the accepting authority shall be deciding authority with regard to the intention of the document.
- 5.0** Before submission of the bid, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. and furnish the certificate as per enclosed Annexure "J". No claim will be entertained later on grounds of lack of knowledge.
- 6.0** The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
- (a) In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate quoted in words shall be taken as correct.
 - (b) In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 7.0** In case of repetition of some items in different sections, the lowest rate quoted by the Contractor for such item of work in any section / sub-head of schedule of quantities shall be considered as the quoted rate for the item in all the different section/sub-head for payment.
- 8.0** In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be presumed that the said party is not interested to work & their offer shall not be considered further for deciding L1. If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender among such contractors, shall be decided by draw of lots in presence of finance representative, tendering authority & the lowest contractors those have quoted equal amount of their tenders.
- 9.0** **All entries in the tender shall either be typed or be written in ink. 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. All overwritings/cuttings etc. will be numbered by bid opening officials and announced during bid opening..**



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/**01/23-24**

ANNEXURE "A"

OFFER OF THE CONTRACTOR

MANAGER (TCL/Berkhera)
Guest House, Civil Office
Berkhera, BHEL Township Bhopal-462022
Ph: 0755-2503193

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No.) **NIT NO. TCL/BRK/01/23-24** issued by Bharat Heavy Electrical Limited BHOPAL in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. NIT
2. Instructions to Tenderers
3. General Terms and Conditions
4. Special Conditions
5. Technical Specifications
6. Price Schedule

I/We have deposited / forwarded here with the Tender Fee. Details of Tender Fee payment is furnished in the check list.

I/We further agree to obtain and submit Central Labour License as per prevailing rules after award of Work/LOI.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature of the Tenderer
Address

PLACE:
DATE:



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

ANNEXURE – “B”

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: - Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder		
2.	Email Address		
3.	Contact Details	PhoneNo. (Office)	
		Mobile No	
		Fax No	
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Bidder's proposal No. & date		
6.	Whether Tender Fee submitted Please give details.		
7.	Whether EMD submitted Please give details.		
8.	Validity of offer / rates quoted for six months from the date of opening of techno-commercial bid.	Yes / No	
9.	PAN No. as per clause no. 13.1 (Photocopy enclosed)	Yes / No (PAN NO. ----- ---)	
10.	P.F. Code No as per clause 13.10, (photocopy enclosed.)	Yes / No (PF NO. ----- ---)	
11.	ESI No. (photocopy enclosed)	Yes / No (ESI NO. ----- -----)	
12.	GSTIN (photocopy enclosed)	Yes / No (GSTI NO. ----- -----)	
13.	Financial status as per clause No.13.3 (in the format Annexure “C”) (Not applicable)	Yes / No	
14.	Detail of experience as per clause No. 13.4(in the format Annexure “D”) (Not applicable)	Yes / No	
15.	Format of Annexure “E”	Yes / No	
16.	List of tools & tackles as per clause No.13.6 (in the format Annexure “F”) (Not applicable)	Yes / No	
17.	Attested copy of power of attorney as per clause 13.7	Yes / No	
18.	Details about type of the firm with relevant supporting document	Yes / No	
19.	Declaration sheet as per clause 13.8 (in the format Annexure –“G”)	Yes / No	
20.	Whether signed copy of tender document submitted as per clause 7.0	Yes/No	
21.	No Deviation Filled (Technical) as per Annexure “H”	Yes / No	
22.	No Deviation Filled (Commercial) as per Annexure “I”	Yes / No	
23.	Certificate conforming knowledge about site condition as per Annexure “J”	Yes / No	
24.	Declaration by vendor as per Annexure “K”	Yes / No	
25.	Services offered by me/us meets the local content requirement for 'Class-I Local Supplier' with local content equal to or more than 50% (As per PPP-MII, Order 2017)	Yes / No	

Signature of Contractor

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Signature of BHEL official



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/**01/23-24**

ANNEXURE – “E”

DECLARATION FOR DEPLOYMENT OF LABOURERS

I / We, (NAME OF THE FIRM)..... hereby
confirm that against this work bearing NIT No. **TCL/BRL/01/23-24** that maximum numbers
of labourer shall be deployed by me/us on any day will be Nos. during the contract
period.

Name & signature of the bidder

(Seal)



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

ANNEXURE – “G”

DECLARATION SHEET

I / We, (NAME OF THE FIRM)
..... hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification (NIT No.) **TCL/BRK/01/23-24**, are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I / We, further certify that I / we am / are the duly authorised representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

I / We, hereby declare that I / we shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same.

Tenderer's Name & Address:

Name & signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

ANNEXURE – “H”

CERTIFICATE OF NO-DEVIATION (TECHNICAL)

I/WE, M/s

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS- TECHNICAL OTHER THAN MENTIONED BELOW AND I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION- TECHNICAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

ANNEXURE – “I”

CERTIFICATE OF NO-DEVIATION (COMMERCIAL)

I/WE, M/s

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS-COMMERCIAL OTHER THAN WHAT ARE MENTIONED BELOW AND I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION-COMMERCIAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Contractor

Signature of BHEL official



BHARAT HEAVY ELECTRICALS LIMITED: BHOPAL
TOWNSHIP CIVIL MAINTENANCE DIVISION

INSTRUCTIONS TO BIDDERS

NIT NO. TCL/BRK/01/23-24

ANNEXURE – “J”

**CERTIFICATE CONFORMING KNOWLEDGE
ABOUT SITE CONDITION**

REFERENCE: NIT NO. TCL/BRK/01/23-24

We, M/S

Hereby declare and confirm that we have visited the project site, in BHEL Bhopal referred in Tender Specification under reference above and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature on account of lack of knowledge or non-familiarization of site conditions.

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE “K”

DECLARATION BY VENDOR

- (1) We declare that the following family firms or sister concern affiliates /subsidiary firms are participating in this tender enquiry.

(i)
(ii)
(iii)

OR

We confirm that no family or sister concern affiliates/subsidiary firms are participating in this tender enquiry.

- (2) I,.....(Name) hereby declare on behalf of (Name of Company) and the family or sister concern affiliates/subsidiary firms listed above that we are not including in cartel formation for this tender enquiry.
- (3) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Seal & Sign of bidder)

Signature of Contractor

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Signature of BHEL official

TECHNICAL BID

No. TCL/BRK/01/23-24

FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**

SECTION – III

GENERAL TERMS AND CONDITIONS



**TOWNSHIP CIVIL MAINTENANCE DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**

**(A Government of India Undertaking)
BHOPAL – 462 022 (M.P)**

NAME OF WORK:- Preparation of Volleyball court and other associated works at BHEL Sports Complex.

1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 'Company/Corporation'** shall mean "**BHEL**" which stands for Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their legal representative, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the Notice inviting tender, the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Tenderers, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 'TENDER DOCUMENTS'** shall mean the NIT, Instructions to Tenderers, General Conditions of Contract, Special Conditions, Price Schedule and Technical Specifications and drawing if any.
- 1.5 'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'COMPLETION TIME'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.
- 1.7 'TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 1.8 'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Engineer / Site Engineer / Project- in-charge/ Engineer-in-Charge.
- 1.9 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.
- 1.10 A "Day"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.11 "Engineer-in-charge"** shall mean the Engineering officer appointed by the undertaking or his duly authorised representative who shall direct, supervise and be in charge of the works for purposes of this contract.
- 1.12 "Expected Risks"** are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any acts of Government, damage from aircraft, acts of god, such as earthquake lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting authority or causes solely due to use or occupation by the company/corporation of the part of works in respect of which a certification has been issued or a cause solely due to company's/corporation faulty design of works.

- 1.13 "Market Rate"** shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus overheads and profit. (As per CPWD Norms).
- 1.14 Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the company/corporation or the standard schedule of rates prescribed by the company/corporation and the amendments there to issue from time to time.
- 1.15 The "Site"** shall mean the lands and/or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/corporation or used for the purposes of the contract.
- 1.16 "Temporary works"** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.17 "Urgent works"** shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 1.18 A "Week"** shall mean seven days without regard to the number of hours worked in any day in that week.
- 1.19 The "Works"** shall mean the works to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.
- 2.0 Law Governing the Contract and Court of Jurisdiction.** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 3.0 Secrecy of Tender Documents** The tenderer shall give an undertaking under the official secret Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. None of these documents shall be used by the contractor for any purpose other than that of this contract. The unsuccessful tenderer shall return all the drawings / documents given to them.
- 4.0 Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- 5.0 Sufficiency of Tender** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 6.0 Discrepancies And Adjustment Of Errors** i. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

- ii. In case of any conflicting provisions/discrepancy given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion:
 - a. Description in schedule of quantities of Price Schedule
 - b. Technical Specifications
 - c. Special Conditions if any
 - d. General terms & conditions
- iii. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- iv. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

CLAUSES OF CONTRACT

CLAUSE 1	SIGNING OF AGREEMENT
After issuance of LOI, the Contractor shall have to complete all the required formalities & will be required to sign a contract with BHEL on Non-judicial stamp paper as per Annexure – “A” in time as stipulated in LOI. The cost towards agreement shall be borne by the contractor.	
CLAUSE 2	SUB-LETTING OF CONTRACT
The contractor shall not sublet any portion of the contract without the prior written approval of the Accepting authority. In case of subletting with due written approval of accepting authority the contractor shall not be relieved from any obligation, duty or responsibility under the contract.	
CLAUSE 3	COMMENCEMENT & COMPLETION OF WORK
<ol style="list-style-type: none"> i. The contractor shall commence the work within the time indicated in the Letter of Intent/WO and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable. ii. At the time of mobilisation of work at site, the contractor is required to submit the Copy of Contract Agreement to site Engineer for verification. iii. If the successful tenderer fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. iv. All the works shall be carried out under the direction and to the satisfaction of BHEL. The work executed under the contract, shall be taken over by BHEL when it has been completed in all respects & site is made clear. 	
CLAUSE 4	MEASUREMENT OF WORK
<ol style="list-style-type: none"> i. Before taking any measurement of any work, the Engineer- in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge then in such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him shall be final and binding on the contractor and the contractor shall have no right to dispute the same. ii. For progressive/running bill payments, the contractor shall present detailed measurement sheets, in duplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/ period under different categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/ weight shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties. 	

	<p>iii. These measurement sheets will be checked by the Engineer and quantities and percentage eligible for payment under different groups shall be decided by him. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in the measurement book and signed by both the parties.</p> <p>iv. Based on the above quantities the contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.</p> <p>v. All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.</p> <p>vi. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.</p> <p>vii. Measurements shall be taken jointly by persons duly authorised by BHEL and the contractor. Passing of bills covered by such measurement does not amount to acceptance of the completion of the work measured by BHEL. Any left out work has to be completed by the contractor, as directed.</p> <p>viii. Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification has been completed in all respect to the entire satisfaction of BHEL. The contractor shall give unqualified 'NO CLAIM AND NO DEMAND CERTIFICATES'. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both parties. The final bill shall be paid within a reasonable time after the completion of the work.</p>
CLAUSE 5	PAYMENT OF RUNNING/INTERIM BILLS
	<p>i. Contractors shall present the bill within reasonable time.</p> <p>ii. Running bills/final bill shall be supported with copies of wage sheets, PF as well as ESI challans in addition to other formats as per BHEL's standard practice.</p> <p>iii. Payment of running bills shall be made within 60 days from the date of submission of bills (by the contractor) duly verified by Site Engineer.</p>
CLAUSE 6	PAYMENT OF FINAL BILL
	<p>i) It will be sole responsibility of the contractor to submit final bill in time, not exceeding three months from the date of completion of work.</p> <p>ii) The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>a) If the Tendered value of work is up to Rs. 15 lac : 3 months.</p> <p>b) If the Tendered value of work exceeds Rs. 15 lac : 6 months.</p>
CLAUSE 7	RIGHTS OF BHEL
	<p>BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation as below:</p>
CLAUSE 8	RISK & COST OF CONTRACTOR
	<p>If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.</p> <p>To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting</p>

Signature of Contractor

Signature of BHEL official

of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.

Risk and Cost against Balance Work is as under:-

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply as per rates of new contract

B= Value of Balance scope of Work/ Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be-taken as 0 (zero).

CLAUSE 9

TERMINATION OF CONTRACT

To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies at contractor's risk & cost in addition to liquidated damages in the event of following after giving a show cause notice with notice period of 15 days:

- i. Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
- ii. Corrupt act of the contractor.
- iii. Insolvency of the contractor. Persistence disregard of the instructions of BHEL. Assignment, transfer, subletting of the contract work without BHEL's written permission. Non-fulfilment of any contractual obligations or obligations under the law.

CLAUSE 10

SUSPENSION OF WORK

BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. If the suspension is on account of safety of the work or for reasons other than default of contractor then the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. No price variation or any additional claim/compensation on this account shall be admitted. If the suspension is on account of default on the part of the contractor no time extension or compensation shall be permitted.

CLAUSE 11

EXTENSION FOR DELAY

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.

Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 (three) month of the date of receipt of such request by the Engineer-in-charge.

CLAUSE 12

PENALTY

The total work under scope is to be completed within the contractual completion time. Required shutdown, site availability, clearances, approval, drawings free issue materials and other inputs in the scope of BHEL shall be made available to the contractor in time by BHEL. Delay in completion that may take place beyond contractual schedule OR any extension thereof for the reasons attributable to the contractor, shall be subjected to imposition of penalty as mentioned below subject to a maximum ceiling of 10% of the total contract value.

If originally stipulated contract period is upto 6 months - @ 1% of the total contract value per week of delay or part thereof.

If originally stipulated contract period is more than 6 months but less than or equal to 2 years - @ 0.5% of the total contract value per week of delay or part thereof.

If originally stipulated contract period is more than 2 years - @ 0.25% of the total contract value per week of delay or part thereof.

a) Total contract value for this purpose, shall be the final executed value exclusive of ORC (Over run compensation), Extra works executed on Manday rate basis, Supplementary/Additional items and PVC.

CLAUSE 13	TO ENSURE SAFETY AT SITE
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| <ul style="list-style-type: none"> i) If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors. ii) The contractor shall ensure that no damage is caused to any person/any existence work/property of BHEL /other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost. The contractor shall indemnify BHEL for any such eventuality. iii) The contractor shall take all reasonable care to protect the materials and the work till such time the plant/equipment has been taken over by BHEL/its customer. It will be the responsibility of the contractor to ensure safe lifting of the equipment to avoid damages/accidents. iv) In case of a fatal or disabling injury accident to any person due to lapses by the contractor. BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL. v) In case of any damage to property due to the lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry. vi) In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor after notifying the contractor suitably. vii) If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so. BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of the sub-contractors. |
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CLAUSE 14	
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(A) ARBITRATION

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| <ul style="list-style-type: none"> i. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996. ii. The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or |
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<p>iii.</p> <p>iv.</p>	<p>difference. The award of the arbitrator shall be final and binding on the parties to this contract.</p> <p>Work under the contract shall be continued by the contractor during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.</p> <p>The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.</p>
<p>(B) CONCILIATION</p>	
<p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p>	

CONTRACT

(To be issued in appropriate valid non –judicial stamp paper issued from State of Madhya Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 20.... Between BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

.....
..... (here-in-after called the `Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date

(d)

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

For and on behalf of

Bharat Heavy Electricals Ltd, Bhopal

WITNESS: -

1.

2.

TECHNICAL BID

NIT No. TCL/BRK/01/23-24

FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**

SECTION – IV

SPECIAL TERMS & CONDITIONS



**TOWNSHIP CIVIL MAINTENANCE DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**

**(A Government of India Undertaking)
BHOPAL – 462 022 (M.P)**

SPECIAL TERMS & CONDITIONS

NIT NO. TCL/BRK/01/23-24

NAME OF WORK:- Preparation of Volleyball court and other associated works at BHEL Sports Complex

(**Note:** The special terms and conditions given here supersede the relevant terms & conditions given in General Terms and Conditions.)

1.0 INTRODUCTION

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in "Instructions to Tenderers", "General terms and conditions" & "Technical Specifications".

Brief Description of Project site: - The project site is located inside BHEL Bhopal Township. BHEL, Bhopal is located approximately 8 km from Bhopal Railway Station. Nearest Airport is Raja Bhoj Airport located at a distance of 20 km from BHEL Bhopal.

1.2 The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission for proper assessment of site and its working condition.

2.0 SCOPE OF WORK -

2.1 For detail scope of work refer Annexure-I of Price Schedule.

Note:-The above scope & dimension are tentative & may undergo some changes based on BHEL final requirement. Based on BHEL requirement, the work of similar nature may be executed at places other than specified above inside BHEL Township.

2.2 The scope shall include all associated & enabling works including the cost of all materials, tools & tackles and labours except for items provided by BHEL free of charge or on chargeable basis as mentioned in the Schedule.

2.3 The contractor would be required to deploy adequate resources (men, machines and materials) in time for meeting the time schedule. If BHEL, at any stage, feels that resources deployed by the contractor needed augmentation, the same shall have to be done by the contractor.

2.4 Hence, bidders are advised to acquaint themselves about the site conditions fully & understand the requirement of the tender and quote accordingly. No, extra claim or compensation shall be entertained on account of lack of knowledge about the site conditions.

2.5 In case of unsatisfactory performance by the contractor, BHEL reserve the right to short close the contract at any stage and get the balance work executed through other agency at contractor's risk & cost by giving a written notice to the contractor without invalidating the other provisions of the contract.

3.0 COMPLETION SCHEDULE:

3.1 On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to make initial mobilisation of his materials, resources and work force so as to commence the work within 02 days of issue of LOI or as stipulated in LOI, however contractor has to complete all agreement formalities within 02 days from the issue of LOI. Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the areas as covered in scope of work.

3.2 The total contract duration is 02 **Weeks** from the date of commencement as stipulated in LOI/Work Order.

3.3 Periodic review shall be undertaken to monitor the progress of work.

3.4 BHEL reserves the right to take remedial action as deemed fit including engaging other agency for completion of part or full of the contract awarded at contractor's risk & cost in case progress of work found to be unsatisfactory during intermittent review of progress. For invoking this

clause BHEL shall issue a notice in writing to the contractor for expediting the progress of work suggesting measures to be taken up by the contractor. In case of failure on the part of contractor with respect to compliance of suggested measures within time frame specified in the notice (in general it is 15 days) BHEL shall be free to undertake works (part/full) at contractor's risk & cost.

4.0 PRICE SCHEDULE:

4.1 Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule. Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected. **Rates quoted by the bidder against schedule items shall remain firm & no variation whatsoever shall be allowed.**

(PI read instruction carefully given in the price schedule before filling up).

4.2 The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.

5.0 TAXES AND DUTIES:

5.1 Price quoted is inclusive of all taxes / Duties / Royalties applicable except GST.

5.2 GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).

5.3 No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.

5.4 Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.

5.5 The contractor shall ensure timely remittance of SGST, CGST, IGST & UTGST as applicable as per GST laws.

5.6 The contractor shall ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th day of next calendar month in the online GST portal wherever applicable.

5.7 The contractor shall declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.

5.8 The contractor shall submit invoices compliant with GST invoice rules.

5.9 The contractor shall comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by the contractor shall be borne by him and shall be adjusted/ recovered from the contractor. BHEL reserves the right to review the existing offers / contracts for any revision in terms which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.

5.10 The contractor shall ensure submission of TAX INVOICE to BHEL in time.

5.11 In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, the contractor shall ensure timely submission of invoices and delivery of material / services to BHEL so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default by the contractor in regard of submission or delivery of material / services, the same shall be passed on to him.

5.12 In respect of free issue material by BHEL, the contractor shall return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.

5.13 The contractors shall provide the applicable SAC / HSN code, rate of tax under GST, applicable GST (i.e. IGST, CGST, SGST, UTGST) and GSTIN.

5.14 The contractor shall ensure and give an undertaking that in case tax credit is delayed/denied to BHEL due to non receipt/delayed receipt of service/goods and/or

tax invoice or expiry of the timeline prescribed in tax laws for availing such ITC or any other reasons not attributable to BHEL, tax amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

5.15 The contractor shall give an undertaking that in case he delays in declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from him along with interest levied/leviable from BHEL. Hence, payment of GST portion along with interest portion will be payable only after after the last date/chance for availing ITC.

5.16 The contractor shall give an undertaking that any reduction in the rate of GST and/or benefits of ITC under the provisions of GST law shall be passed on to BHEL by way of commensurate reduction in price of goods/services. This may be due to any reduction in the rate of GST or the benefits of ITC accrued to vendor/contractor. Availability of ITC for interstate supplies under GST which was not available in existing law (like CST) or ITC reversal under the existing law for stock transfer or on account of common credit etc.

5.17 Penalty/LD shall be charged as per the NIT condition.

5.18 BOCW Cess (i.e. Labour Welfare Cess):

- The subcontractor of BHEL engaging building worker in connection with building or other construction work is required to apply and obtain registration under the relevant provisions of the BOCW Act from the concerned authorities.
- It shall be the responsibility of the sub-contractor to furnish a copy of such certificate of license/registration/permission to BHEL within a period of one month from the date of award of work.
- It shall be the sole responsibility of the sub-contractor as employer to ensure compliance of all the statutory obligations under the BOCW Act and the Cess Act and rules framed there under including that of payment/deposit of applicable Cess amount at the rate of one percent or the applicable rate as notified through Government gazette from time to time on the extent of work involving building or other construction workers engaged by the sub-contractor within a period of one month from the receipt of payment.
- It shall also be the responsibility of the sub-contractor to furnish the receipts/challans towards deposit of the Cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month to BHEL.
- The sub-contractor of BHEL employing building workers in building or other construction work is required to comply with the provisions of the BOCW Act, the Cess Act and the rules made there under inter-alia including providing notice of poisoning or occupational notifiable diseases, reporting of accidents and dangerous occurrences and filing of returns to the concerned authorities as required under the BOCW Act and Cess Act promptly. A copy of all such notices, reporting and returns made by the sub-contractor under the BOCW Act & the Cess Act are to be immediately made available to BHEL by the subcontractor.
- In case of non-compliance with the obligations as specified above, BHEL can deduct and withhold the applicable Cess amount from the running bills of the sub-contractor. BHEL shall release the withheld amount as and when the obligations as specified above are complied with by the sub-contractor and necessary proof to that effect is submitted to BHEL by the sub-contractor.
- In case of non-compliance i.e. the sub-contractor does not deposit the Cess with respect to the building or other construction work to the Labour Authorities, the amounts deducted by BHEL towards the Cess are required to be deposited with the Welfare Cess Board constituted under the BOCW Act as per the timelines (i.e. 30 days from the date of collection of the Cess amount) and the provisions of the Cess Act and the allied Rules.
- Non-compliance of the timelines as regards deposit of the cess amount deducted from the bills of the sub-contractor can attract penalty for BHEL under the provisions of the Cess Act and the allied Rules and therefore strict compliances of the provisions in relation thereto should be ensured by BHEL.
- In all cases where the sub-contractor receives any notice/ order under the BOCW Act and the Cess Act from the concerned authorities, the sub-contractor shall immediately inform BHEL.

- The sub-contractor shall indemnify BHEL from all consequences/liabilities/penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and the Cess Act along with the allied rules by the sub-contractor.

6.0 TERMS OF PAYMENT:

- 6.1** Progressive payment shall be made based on the actual measurements of works executed subject to the deductions towards income tax with surcharge, other applicable tax (if any) or levies applicable and recoveries towards materials/ services rendered on chargeable basis and penalty, if applicable.
- 6.2** All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "A".
- 6.3** **Payment of running bills shall be made within 60 days from the date of submission of bills (by the contractor) duly verified by Site Engineer. Payment of Final bill shall be made as per clause No 14 of General Terms & Conditions.**
- 6.4** Any interim Payment made relating to work done or materials delivered vide running account bill may be modified or corrected by any subsequent interim payment or by the final payment. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract.
- Note: Advance Payment – BHEL does not give advance of any kind as a policy.**

7.0 VARIATION IN CONTRACT PRICE:

The quantities shown on the drawings & documents may vary to any extent. BHEL reserve the right to add or delete items depending upon the final requirement.

8.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

- 8.1** The bidder shall submit complete price of the package. No column should be left blank.
- 8.2** Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked for by BHEL.
- 8.3** Prices quoted against different annexure of price schedule shall be combined to arrive at the total price of the package. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**
- 8.4** Total price of the package shall be compared for the purpose of arriving at L-1.
- 8.5** In case Bharat Heavy Electrical Limited calls L1 for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 8.6** Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.
- 8.7** No condition or deviations should be asked for in price bid.

9.0 COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

- Victim : Any person who suffers permanent disablement or dies in an accident as defined below.
- Accident : Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the

manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repair and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Offices/townships and premises/Project Sites.

- (c) Compensation in respect of each of the victims :
 - (i) In the event of death or permanent disability resulting from Loss of both limbs : Rs 10,00,000/- (Rs Ten Lakh)
 - (ii) IN the event of other permanent disability : Rs 7,00,000/- (Rs Seven Lakh)
- (d) Permanent Disablement : A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

NOTE : This clause shall be applicable in a contract having contract value of Rs 5.00 Lakh or above.

10.0 RIGHTS OF BHEL :

- (A) BHEL reserves the right to deduct/adjust/withhold, as the case may be, any amount due from the Contractor/Vendor for any Contract or Order whether under execution or executed by such Contractor/Vendor in any Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL on account of any dues intimated for recovery/adjustment/withholding by such Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL OR for enforcing any Statutory compliance intimated by any Statutory body, Government Department/authority, etc., against the running bills, EMD, Security Deposit, Bank Guarantees, etc or any other amount due to such Contractor/Vendor.
- (B) The L-1 tenderer in this work has to submit a signed L1 schedule for execution of this work. If after award of work, the L-1 tenderer does not deliver the progress in time i.e. within the contractual completion period, then as per the extant rules, the submission of bids of the L-1 tenderer will not be considered in future tenders of TCL for specified period (Six months) as per guidelines..

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment:

1. Name of the Supplier (Max 60 char)
2. Account No(Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016

Chetana
19/01/16
चेतन मेहर
CHETAN MEHAR
Sr. Manager (Finance)
बी.एच.ई.एल. भोपाल / BHEL, BHOPAL

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
S.K. JAIN
SBN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
WEB SITE ADDRESS : www.bhelbhopal.com

TECHNICAL BID

Tender Reference No. TCL/BRK/01/23-24

FOR

**PREPARATION OF VOLLEYBALL COURT AND OTHER
ASSOCIATED WORKS AT BHEL SPORTS COMPLEX.**

SECTION – VI

PRICE BID



**TOWNSHIP CIVIL MAINTENANCE DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**

**(A Government of India Undertaking)
BHOPAL – 462 022 (M.P)**

PREAMBLE

1.0. This Price Schedule consists of one Schedule:

1.1 Schedule A

Schedule A consists of single Annexure:

1) Annexure-I includes items based Budgetary offer.

2.0 The work to be carried out under the contract shall, except as otherwise provided in tender conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for full & entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles as laid down in Technical Specification & elsewhere in Tender Specification.

3.0 This should not contain any condition. Conditional Bids shall be summarily rejected.

4.0 Price Quoted shall include all taxes, & duties **except GST**.

5.0 **Unless otherwise specified in the items involving cement or reinforcement steel, these items shall be issued free of cost by BHEL.**

TOWNSHIP CIVIL CONSTRUCTION AND MAINTENANCE DIVISION

Name of Work: Preparation of Volleyball court and other associated works at BHEL Sports Complex

SCHEDULE - A

Annexure - I

S. No.	Item Description	Qty.	Unit	Rate (in Rs)	Amount (in Rs)
1	Preparation of Volleyball court of standard dimensions (9m x 18m - Playing area & 15m x 24m - Total area including freezone), by execution of activities like, surface preparation, excavation, spreading of BC Soil with sand, yellow soil, consolidation, etc, complete to make the court in line with standards for National level tournament. The work shall also include refixing of Poles and net at the Volleyball court, and providing required markings, painting, complete as per the directions of Engineer - in - charge.	2	Nos.	85000	170000
2	Hiring of Backhoe Loader of make JCB/ Mahindra/ Escort or equivalent for miscellaneous civil work activities.	48	Per Hour	1000	48000
3	Providing and fixing Paver Block of 60 mm thick of M30 capacity after preparation of surface by excavation, Dressing, laying & compaction of 100 mm thick Stone Dust, and sealing the edges with cement concrete. The joints of paver block shall be filled with sand and finishing the work in all respects as per the directions of Engineer - in - charge.	72	Sqm	800	57600
4	Painting with synthetic enamel paint on fencing of Volley ball court with one or more coat to provide even finish, and other fencing repair works as per the instructions of Engineer - in - charge.	450	Sqm	70	31500
5	Painting with Acrylic Smooth exterior paint of required shade with one or more coat to provide even finish, after providing necessary repairs with putty, wherever necessary as per the instructions of Engineer - in - charge.	450	Sqm	80	36000
TOTAL					307100

Percentage quoted by the contractor	%	Above	Below	At Par
Percentage quoted by the contractor in words				

Signature of Contractor

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Signature of BHEL official