



**Bharat Heavy Electricals Limited  
Heavy Electrical Equipment Plant, Haridwar-249403  
Works Engineering & Services  
Works Contract Section**

**Tender Document**

**Name of Work:** "LAYING OF CHEMICAL EPOXY COATING IN GANGWAYS OF VVIP ROUTE IN BLOCK-1 & 3 IN HEEP."

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/20-21/6200/20200120 DT 24.01.2021

**Due date of Tender Opening:** 19.02.2020

**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:**

***"Tender Room, Purchase Deptt., 4<sup>th</sup> floor,  
Main Administrative Building, HEEP  
BHEL Haridwar-249403 (Uttarakhand)"***

**Contact Person:** Akhilesh Kumar, Dy. Manager

**Contact Address:** WCS, ADM-4, BHEL (HEEP), Haridwar-249403

**Email:** [tenzin\\_n@bhel.in](mailto:tenzin_n@bhel.in) : [akhil09@bhel.in](mailto:akhil09@bhel.in), [saurabhchandra@bhel.in](mailto:saurabhchandra@bhel.in)

**Phone:** 01334-28-5491/1176; **Fax:** 01334-226460

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**Document downloaded from [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in)**

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

## Details of Tender Document

The Tender document has been detailed as follows:

### Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. General Instructions to tenderer
3. General Terms & Conditions of Tender
4. Pre-Qualification Requirements (PQR)
5. List of Required Documents
6. Details of Work Done During the Last Seven Years(**Annexure-A**)
7. Special Conditions
8. Details of Bids & Bidder (To be filled by bidder) (**Annexure-B**)
9. Certificate by Chartered Accountant(**Annexure-C**)
10. Undertaking duly signed by the tenderer (**Annexure-D**)
11. Checklist
12. Acceptance/ No Deviation Certificate
- 13. Un-Priced Bid(**Annexure-E**)**

### Part-II (PRICE BID)

1. Price Bid(**Annexure-F**)



**NOTICE FOR TENDER (NIT)**

BHARAT HEAVY ELECTRICAL LIMITED

HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-285491	Fax	01334-226460
Email Address	tenzin_n@bhel.in, akhil09@bhel.in, saurabhchandra@bhel.in		
Contact Person	Akhilesh Kumar		
NIT Key.	202000120	Dated	24.01.2021
NIT No.	BHEL/HEEP/WEX-WCS/20-21/6200/20200120 DT 24.01.2021		
<a href="http://www.bhel.com">NIT No. on www.bhel.com</a>	NIT_57150		
NIT No. on www.bhelhwr.co.in	NIT-5160		
Type Of Tender	Open		
#Tender Cost (in INR)	500/- (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD ( in INR )	Rs. 43,760/-		
Period of completion of work	08 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 21,88,000/- (GST extra as applicable)		
Last Date of Sale of Tender	18.02.2021		Time : 12:30PM
Last Date of submission of Tender	19.02.2021		Time : 01:45PM
* Date and Time for opening of Technical Bid	19.02.2021		Time : 02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

\* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

# Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

**Name of Work:** "LAYING OF CHEMICAL EPOXY COATING IN GANGWAYS OF VVIP ROUTE IN BLOCK-1 & 3 IN HEEP."

Contracting Executive Name: Akhilesh Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

## **General Instructions to Tenderer**

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

### **1.0 Quoting & Signing the Tender**

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID".
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

## 2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

## 3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day

of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.

- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

#### 4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

#### 5.0 Quoting

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

#### 6.0 Participation

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

#### 7.0 Validity of Offers:

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

#### 8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

***In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).***

#### Note: -

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

## **General Terms & Conditions of Tender**

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## 1. GENERAL

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

## 2. DEFINITIONS

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

(a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.

(b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".

(c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.

(d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.

(e) The "**CONTRACTOR**" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.

(f) The abbreviations" Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.

(g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.

(h) Accepting authority: As per BHEL Delegation of Power.

(i) "**APPROVED**" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.  
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

(j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.

(k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.

(l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.

(m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.

(n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

(o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.

(p) "DEVIATION ORDER" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.

(q) "EMERGENCY WORK" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

(r) "PROVISIONAL SUM" or "PROVISIONAL LUMPSUM" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.

(s) "PROVISIONAL ITEMS" means items for which approximate quantities have been included in the tender documents.

### 3. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

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

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- (i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- (ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

(e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

(f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

(h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

### 4. SECURITY DEPOSIT

(a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

(b) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

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

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

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

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

**(f) Refund of Security Deposit**

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

**5. COMMERCIAL TERMS**

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

**6. SPECIAL CONDITIONS FOR MSME**

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

**7. SETTLEMENT OF DISPUTES/ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

**JURIDICTION:** The courts of Haridwar, India, shall have exclusive jurisdiction.

**8. RISK PURCHASE CLAUSE**

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

**9. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.

- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

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

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

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

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

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

#### **10. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

#### **11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

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

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 5 Crore or more. This pact shall be considered as a preliminary qualification for further participation.

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

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

SI No	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C - 1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail. com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B- 5/64, Vineet Khand, Gomti Nagar, Lucknow 226010	vbsinghips@gmail .com

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

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

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

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

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

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

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

- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

#### **15. PRICE SCHEDULE**

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation  
**NB:** Financial evaluation of L1, L2 ....Status will be on the basis of Landed Cost to BHEL.

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

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer  
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme  
In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

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

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

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

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

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

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

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

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

We hereby undertake that:

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

Sl. No	PO No/ Work Order	Invoic e No	Invoic e date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.

3. Any liability due to any delay / default in payment of GST, return filing or any other NON-compliance under GST Law / Rules, shall be to our account.

4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.

5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.

6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.

7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

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

**17. SPECIAL POWERS OF TERMINATION**

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

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

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

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

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

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

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

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.  
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

## PRE QUALIFYING REQUIREMENT FOR TENDER

### QUALIFYING REQUIREMENTS

Tenderer should fulfill the following qualifying criteria of the above tender:

(i) **LEGAL OBLIGATIONS:** Tenderer should have valid PF code no., ESI code no., and Service Tax Registration no. and submit proof of the same or should be willing to submit undertaking to obtain the same within one month. Successful bidder will have to submit valid Labor Licence after issue of letter of intent (LOI) in case they do not possess valid labor licence.

(ii) **FINANCIAL CAPACITY:** The Bidders/Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

(i) Average Annual financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least 30% of the estimated cost.  
In support audit balance sheet of last 3 financial year are to be submitted.

(iii) **EXPERIENCE:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

(a) Three similar completed works costing not less than 40% of the estimated cost i.e. Rs. 8.75 lacs.  
Or  
(b) Two similar completed works costing not less than 50% of the estimated cost i.e. Rs. 10.94 lacs.  
Or  
(c) One similar completed work costing not less than 80% of the estimated cost i.e. Rs. 17.50 lacs.

Similar work means work of Epoxy and Screeding painting.

Contractor shall submit relevant documents and work completion certificate for this (Enclosed Annexure-A). They should also submit the reference of a responsible person from the company/department who has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is not verified, the bidder may not be qualified for this tender.

(iv) **TENDER COST:** Tenderer must submit tender cost along with Techno-Commercial offer in case tender document is downloaded from web-site.

(v) **EARNEST MONEY DEPOSIT (EMD):** Earnest money must be kept in Techno- Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. A.O. (Cash), BHEL, HEEP, Haridwar payable

## LIST OF REQUIRED DOCUMENTS

The tenderer should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory:

Sl. no.	Documents Required
1	<ul style="list-style-type: none"> <li>➤ Copy of Income Tax return of previous three financial years i.e. 2017-18, 2018-19 and 2019-20.</li> <li>➤ Copy of balance sheet, PL A/c duly certified &amp; audited by CA.</li> <li>➤ Covering letter with calculation of financial turnover of previous three years i.e. of 2017-18, 2018-19 and 2019-20 duly certified by CA.</li> <li>➤ Details of similar work successfully completed in support of qualification requirements.</li> <li>➤ Work orders along with BOQ and completion certificates with covering letter /indexing of the same.</li> </ul>
2	<ul style="list-style-type: none"> <li>➤ Copy of PAN No.</li> <li>➤ Copy of GST registration no.</li> <li>➤ MSME Documents (if applicable)</li> <li>➤ Proof of valid PF registration No. and ESI registration certificate should be submitted by successful bidder.</li> </ul>
3	<ul style="list-style-type: none"> <li>➤ Un-priced Bill of Quantity duly signed by the tenderer along with technical bid.</li> <li>➤ Details of Bid &amp; Bidder (To be filled by bidder) in Annexure-C</li> </ul>
4	<ul style="list-style-type: none"> <li>➤ A copy of tender enquiry duly signed on each and every page along with technical bid as a token of acceptance of Terms &amp; Conditions of the tender.</li> <li>➤ Tenders shall be signed by persons duly authorized / empowered to do so.</li> <li>➤ No Deviation Certificate duly signed as per format mentioned in Annexure- G.</li> </ul>

**Note:**

- (i) Bidders without a valid GST No. on the date of opening of the Technical bid may not be considered for Price bid stage.
- (ii) **EMD and Tender cost** shall be submitted as per NIT either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any Nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar. EMD submitted by tenderer will be forfeited if bidder revokes his tender within validity period or increases his rates. Offer without requisite EMD (earnest money deposit) & Tender cost will not be considered.
- (iii) The qualifying criteria may be relaxed solely at the discretion of BHEL in case of inadequate response in the tender.
- (iv) BHEL reserves the right to accept or reject any/all tender(s) without assigning any reason thereof.
- (v) Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- (vi) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.
- (vii)Tenders shall be signed by persons duly authorized / empowered to do so.

**DETAILS OF WORKS DONE DURING THE LAST SEVEN YEARS:**

(Refer Qualifying criteria condition No. (iii))  
(To be submitted along with Techno-Commercial Offer)

S.No	Details of Client		Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Date of actual completion	Actual value of work done
(1)	(2)		(3)	(4)	(5)	(6)	(7)	(8)
	Full Postal address of Client	Contact name, email ID, Contact No.						
01.								
02.								
03.								
04.								
05.								

**NOTE:** A copy of satisfactory completion certificate and work order copy of each work mentioned above shall have to be submitted by the Contractor along with the tender document. In case of non- fulfillment of above, your offer is liable to be rejected without giving any further opportunity.

## **SPECIAL CONDITIONS:**

1. The contractor shall have to comply with the following during execution of the contract incase more then 20 labour are engaged on any day during the contract period.
  - (i) Valid labour licence issued from Asstt. Labour Commissioner (Central).
  - (ii) P.F. code and abide by the relevant laws/rules.
  - (iii) E.S.I. code and abide by the relevant laws/rules.
  - (iv) GST registration and abide by the relevant laws/rules.
2. **The contractors are advised to see the site before quoting the rates.**
3. All dismantling equipment's required for completion of work will be arranged by contractor without extra payment.
4. The contractor shall arrange to carry out the required trial mix and testing etc. at RMC plants two days before the planned date of pouring
5. Before starting the work, contractor has to make a separate store for materials issued to store in proper condition as per norms.
6. BHEL reserves the right to engage third party agency for quality inspection of all work done and material brought by the contractor for use in work. The contractor shall make all arrangement to carry out the tests so recommended and bear all expenses incurred.
7. Any extra item concerning to the completion of work will have to be executed by the contractor, as per direction of Engineer Incharge. The competent authority will decide the rates of such item but on no account the work will be stopped.
8. Quantities mentioned in bill of quantity may vary on either side as per actual requirement at site.
9. In case of noncompliance of any of the labour laws, the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
10. No mobilization advance payment etc. will be given to the contractor.
11. Sales tax and other taxes shall be recovered as per rule.
12. The work may need deployment of labours in two shifts to complete the work in stipulated time. The contractor shall observe provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. Work in second / third shift, overtime, Sundays or on other declared holidays should be carried out after getting written permission from Engineer Incharge.
13. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. However, contractor shall inform BHEL for engaging/ removing the labour for executing the work.
14. Contractor should engage contract labours after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract. Contract labours deployed by contractor should have valid Biometric Gate Pass for entry into factory premises.
15. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
16. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
17. Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act and any changes made thereafter. The rates of minimum wage effective from 01.08.2020 and applicable Upto 31.01.2021 are as under:

Unskilled labour	: Rs 489.08 per day
Semi-skilled labour	: Rs 544.77 per day
Skilled labour	: Rs 596.62 per day
18. In case of non-compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc., the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including all expenditure of legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.
19. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of

independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

20. The work shall be governed by CPWD specifications, General terms and conditions of BHEL contract, special conditions, environment-related conditions, new safety clause and any other relevant condition mentioned here.
21. All material brought to site for the use in the work should be ISI marked, if available in market. However, all the material used in work shall have to be got approved by the Engineer Incharge before execution of the work. The contractor may have to furnish test certificate of all the materials to the satisfaction of department. If required, the material shall be got tested by the deptt. at CBRI or any other govt. approved agency at the risk and cost of the contractor.
22. Security deposit shall be released after satisfactory completion of the maintenance period of the work duly verified by Site In charge and clearing of all dues. No component of security deposit shall be released with final bill. **The maintenance period of the work shall be one year.**
- 23. Water and electricity:**
  - i) Water and electricity shall be supplied to the contractor by the department subject to the following conditions: -
  - Water/ Electricity charge shall be deducted @ 1.2% of value of work done under the contract.
  - ii) Source of supply of water/ electricity shall be provided at one/ two points for work at site, as decided by Engineer Incharge. Contractor shall have to make their own arrangement for laying of pipelines/ electricity connections from the source of supply provided at site.
24. No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted alongwith the bill.
- 25. After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.**
- 26. Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance.**
- 27. Final bills against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within 2 months normally after receiving the bills in Finance.**
- 28. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.**
- 29. Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.**
- 30. Payment of GST will be made on actual applicable GST rate.**
- 31. Prices shall remain firm till entire contract period.**
- 32. In case any defect is found during guarantee period of 1 year from date of completion of work, the contractor will have to repair the same at his risk and cost. The contractor must attend to repair the same within 15 days of notice to this effect by Engineer In charge, failing which balance security deposit may be forfeited.**
- 33. Contractor should submit technical literature of brand of material to be used in the work showing consumption norm of material to be used in the work.**
- 34. No excuses like hindrance because of jungle, extreme weather conditions, availability of labour and material etc will be entertained for not completing the work.**
- 35. The gate passes/ tokens to be issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.**
- 36. All necessary precautions for safety and environmental aspects shall have to be taken by the contractor for activities performed by his workers.**
- 37. Contractor must ensure that all labour engaged in the work should wear safety personal protective equipments (PPEs) as directed by Engineer Incharge. In case labours are found working without wearing PPEs as directed, then recovery may be made at the risk and cost of contractor by providing PPEs to labours by BHEL at BHEL purchase cost.**
- 38. Contractor shall have to carry out the work anywhere outside/inside factory area and nothing extra will be paid for extra lead and lift for work at various heights.**

39. Contractor may have to complete the work earlier as advised by Site Incharge even before the scheduled period of completion as per the urgency of the work. No excuse for overall completion period will be entertained.

40. **Penalty clause:** In case of slow progress of work or contractor fails to deploy sufficient workers for timely completion of work as per direction of Engineer Incharge and extension is sought beyond the scheduled date of completion then, a penalty of 0.5% of agreement value per week shall be imposed.

41. **In case contractor is unable to deploy sufficient manpower for timely completion of the work due to non-availability or any other reason, BHEL will have the right to deploy required manpower from any source at contractor's risk and cost.**

42. BHEL reserves the right to sub-divide the work in more than one party as per work requirement or award only a fraction of the work given in the bill of quantity.

43. **In case scheduled items & worked-out items are included in BOQ, the contractor must quote rates for both items. L-1 will be judged on cumulative quoted value for all items of the work.**

44. Conditional offer will be rejected.

**45. MSME clause:**

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-F where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

**Details of Bid & Bidder (To be filled by bidder)**

(a) Bidder Offer No.: \_\_\_\_\_ Date: \_\_\_\_\_

(b) Legal Name of the bidder as in GST registration: \_\_\_\_\_

(c) GST registration No. \_\_\_\_\_

(d) State \_\_\_\_\_

(e) Place of business \_\_\_\_\_

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for  
Composition Scheme): \_\_\_\_\_

(g) Address of the Bidder: \_\_\_\_\_

(h) E-mail address of the bidder: \_\_\_\_\_

(i) Contact No. of the Bidder: \_\_\_\_\_

(j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption  
sought): \_\_\_\_\_

(k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for  
exemption sought): \_\_\_\_\_

**Annexure-C**

**Certificate by Chartered Accountant on letter head**

**(only for those who are submitting EM-II Certificate)**

This is to certify that M/s.....,

(hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) .....  
dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs.....Lacs

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

**Or**

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant**

**Annexure-D**

**UNDERTAKING**  
(*By the tenderer*)

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

## CHECKLIST

Note: **Tenderer is required to fill in the following details** and should specify respective enclosures attached against each details in the format itself.

S. No	CRITERION	STATUS (TO BE FILLED BY TENDERER )	
1.	Name & address of the Tenderer		
2.	E-Mail ID		
3.	Phone No. (Office)		
	Mobile No. (if any)		
	Fax No.		
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Whether EMD submitted (By cash/ demand draft). Give detail		Page no
6.	PF Code No.		Page no
7.	ESI Code No.		Page no
8.	Service Tax Registration No.		Page no
9.	Labour licence no. (if available) or give undertaking to submit valid Labour Licence after issue of letter of intent (LOI).		Page no
10.	Proof of having carried out successfully similar nature of work during last 7 years before date of opening of tender. Proof of completion certificate from the original client must be submitted along with award letter/ contract agreement.	Yes / No	Page no
11.	Financial statement of accounts (audited balance sheet & PL A/c of last 3 financial years)	Yes / No	Page no
12.	Whether complete tender document has been submitted and documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.	Yes / No	
13.	NSIC/ MSME / EM-II Certificate duly notarized or attested by a Gazetted Officer ( if applicable)	Yes / No	Page no

### **Acceptance/ No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Annexure-E

**Un-Price Bid**

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
हीप, रानीपुर (हरिद्वार)-249403

**Estimated Cost: Rs 21.88 lacs.**

**Time of comp. : 04 months**

**Earnest Money: Rs. 73760/-**

**Tender Cost : Rs 500/-**

**BILL OF QUANTITY**

**Worked-out items :**

1. PROVIDING AND LAYING SOLVENT FREE EPOXY SCREED AND SELF LEVELING COATING IN REQUIRED SHADE/COLUR WITH BORDER MAKING IN GANG WAY/FLOOR AREAS AS FOLLOWS:

- A) CLEANING AND SURFACE PREPARATION BY CHIPPING,GRINDING,RUBBING AND BURNING OF SOAKED OIL FROM FLOOR BY FLAME ETC. AS SUITABLE FOR EPOXY SCREEDIING /FLOORING INCLUDING DUMPING OF DEBRIS AT DESIGNATED PLACE.
- B) COATING THE SURFACE WITH SOLVENT FREE EPOXY PRIMER CONSISTING OF:
  - (I) RESIN COMPONENT FORMULATED WITH EPOXY AND SPECIAL ADDITIVE.
  - (II) HARDENER COMPOUND FORMULATED WITH ALIPHATIC POLYAMINE ADUCT.
- C) PROVING AND LAYING 5MM THICK SOLVENT FREE EPOXY SCREED OVER PRIMED SURFACE CONSISTING OF;
  - (I) COMPONENT FORMULATED WITH EPOXY RESIN,SPECIAL ADDITIVE AND WETTING AGENT
  - (II)HARDENER COMPONENT FORMULATED WITH ALIPHATIC POLYAMINE ADUCT/POLYAMIDE AND
  - (III) FILLER COMPONENT BASED ON SPECIAL GRADED QUARTZ.
- D) PREPARATION OF SURFACE TO RECEIVE APPLICATION OF 1MM THICK SOLVENTLESS SELF-LEVELLING EPOXY FLOOR COATING.
- E) PROVING AND LAYING 1MM THICK SOLVENT LESS EPOXY CONSISTING OF
  - (I) COMPONENT FORMULATED WITH EPOXY RESIN,SPECIAL ADDITIVE AND WETTING AGENT,
  - (II)HARDENER COMPONENT FORMULATED WITH ALIPHATIC POLYAMINE ADUCT/POLYAMIDE,
  - (III) FILLER COMPONENT BASED ON SILICA FLOOR;AND
  - (IV) PIGMENT PAINT MIX.

1400                    SM                    1220.00                    1708000.00

2. PROVIDING AND LAYING 2MM THICK FLOOR TOPPING OF SELF- LEVELLING EPOXY OF APPROVED COLOUR ON EXISTING EPOXY SCREED AFTER THE PREPARATORY PROCESS AS FOLLOWS:

- A) SURFACE PREPARATION SUCH AS RUBBING,GRINDING,REMOVING LOOSE PARTICLES, CLEANING AND FILLING OF CRACKS OF EXISTING SURFACE, COMPLETE IN ALL RESPECT.
- B) COATING THE SURFACE WITH SOLVENT FREE EPOXY PRIMER CONSISTING OF:
  - I) RESIN COMPONENT FORMULATED WITH EPOXY AND SPECIAL ADDITIVE.

II) HARDENER COMPOUND FORMULATED WITH ALIPHATIC POLYAMINE ADUCT.

600	SM	800.00	480000.00
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**Total Estimated Cost: Rs. 21,88,000.00**

<b>Rate quoted by the tenderer in percent (above/ below/ at par) for the rates given above</b>	Quoted percentage in figure	(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)
	Quoted percentage in words	(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)
<b>Quoted value of work by the tenderer</b>	In figure	(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)
	In words	(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)

**Rate of GST (.....%)**

[1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS, IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER MAY BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE MAY BE REJECTED.

2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]  
3. DOCUMENTS NOT SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY OF THE BIDDER SHALL NOT BE ACCEPTED AND CONSIDERED FOR EVALUATION OF THE BID ETC.

**Price Bid**

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
हीप, रानीपुर (हरिद्वार)-249403

<b>Estimated Cost: Rs 21.88 lacs.</b>	<b>Time of comp. : 4 months</b>
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<b>Earnest Money: Rs. 43760/-</b>	<b>Tender Cost : Rs 500/-</b>
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**BILL OF QUANTITY**

**Worked-out items :**

1. PROVIDING AND LAYING SOLVENT FREE EPOXY SCREED AND SELF LEVELING COATING IN REQUIRED SHADE/COLUR WITH BORDER MAKING IN GANG WAY/FLOOR AREAS AS FOLLOWS:
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  - B) COATING THE SURFACE WITH SOLVENT FREE EPOXY PRIMER CONSISTING OF:
    - (I) RESIN COMPONENT FORMULATED WITH EPOXY AND SPECIAL ADDITIVE.
    - (II) HARDENER COMPOUND FORMULATED WITH ALIPHATIC POLYAMINE ADUCT.
  - C) PROVING AND LAYING 5MM THICK SOLVENT FREE EPOXY SCREED OVER PRIMED SURFACE CONSISTING OF;
    - (I) COMPONENT FORMULATED WITH EPOXY RESIN,SPECIAL ADDITIVE AND WETTING AGENT
    - (II)HARDENER COMPONENT FORMULATED WITH ALIPHATIC POLYAMINE ADUCT/POLYAMIDE AND
    - (III) FILLER COMPONENT BASED ON SPECIAL GRADED QUARTZ.
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  - E) PROVING AND LAYING 1MM THICK SOLVENT LESS EPOXY CONSISTING OF
    - (I) COMPONENT FORMULATED WITH EPOXY RESIN,SPECIAL ADDITIVE AND WETTING AGENT,
    - (II)HARDENER COMPONENT FORMULATED WITH ALIPHATIC POLYAMINE ADUCT/POLYAMIDE,
    - (III) FILLER COMPONENT BASED ON SILICA FLOOR;AND
    - (IV) PIGMENT PAINT MIX.

1400	SM	1220.00	1708000.00
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2. PROVIDING AND LAYING 2MM THICK FLOOR TOPPING OF SELF- LEVELLING EPOXY OF APPROVED COLOUR ON EXISTING EPOXY SCREED AFTER THE PREPARATORY PROCESS AS FOLLOWS:
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  - B) COATING THE SURFACE WITH SOLVENT FREE EPOXY PRIMER CONSISTING OF:
    - I) RESIN COMPONENT FORMULATED WITH EPOXY AND SPECIAL ADDITIVE.

II) HARDENER COMPOUND FORMULATED WITH ALIPHATIC POLYAMINE ADUCT.

600	SM	800.00	480000.00
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**Total Estimated Cost: Rs. 21,88,000.00**

<b>Rate quoted by the tenderer in percent (above/ below/ at par) for the rates given above</b>	Quoted percentage in figure	
	Quoted percentage in words	
<b>Quoted value of work by the tenderer</b>	In figure	
	In words	

**Rate of GST (.....%)**

[1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS, IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER MAY BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE MAY BE REJECTED.

2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]  
3. DOCUMENTS NOT SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY OF THE BIDDER SHALL NOT BE ACCEPTED AND CONSIDERED FOR EVALUATION OF THE BID ETC.