Ref:ROD/LKO/CIVIL/2 Date: 03.06.2025

#### **NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned on Pg 2 through E-Procurement Portal https://eprocurebhel.co.in only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

Sr No.	ISSUE	DESCRIPTION	
	TENDER NUMBER	BHEL/ROD/LKO/CIVIL/2	
	Broad Scope of job	MISC. REPAIR AND FACE UPLIFT WORK AT BHEL	
		LUCKNOW – PICUP BHAWAN ( B-2 BLOCK 1st FLOOR)	
	EMD Amount	NIL	
	ISSUE OF TENDER	This is an E-tender floated online through our EProcurement	
	DOCUMENTS	Site https://eprocurebhel.co.in.	
	DUE DATE & TIME OF	<mark>14.06.2025 ( 15:00 hrs)</mark>	
	OFFER SUBMISSION		
	OPENING OF TENDER	16.06.2025 ( 12:00 hrs)	
	COST OF TENDER	Not Applicable	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

In case of any query regarding tender documents, please contact following officials:

<mark>Sr. No.</mark>	<mark>Name</mark>	<b>Designation</b>	Contact Number	Email ID
1	<mark>Karun Porwal</mark>	<mark>DGM</mark>	<mark>9415778171</mark>	karun@bhel.in
<mark>2</mark>	Md. Riyaz Siddiqui	<mark>Manager</mark>	<mark>9646246842</mark>	riyaz@bhel.in

The interested bidder may please visit our office to get exact idea of the work before quoting.

# **Details of Tender Document**

The Tender document has been detailed as follows:

# Part-I (TECHNO-COMMERCIAL BID)

- 1. Index
- 2. Pre Qualifying Criteria
- 3. General Instructions to Tenderer.
- 4. General Terms & Conditions of Tender.
- 5. Scope of Work
- 6. Undertaking
- 7. BOQ

#### 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) BHEL reserves the right to accept or reject any/all tender(s) without assigning any reason thereof.
- (iii) Tender documents shall be signed by persons duly authorized / empowered to do so.

# PRE QUALIFYING CRITERIA

- a) The bidder should have PAN No.
- b) The bidder's average annual financial turnover during the last three financial years ending 31.03.2024 should be at least Rs 4.1 lakhs.
- c) The experience of having successfully completed similar Works (Similar work shall mean execution of Civil Renovation/ Repair/ Construction works) during last 7 years (upto last date of bid submission) should be either of the following: -
- (i) Three similar completed jobs/ works costing not less than Rs. 5.44 Lakhs (including GST) each.

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(ii) Two similar completed jobs/ works costing not less than Rs. 6.8 Lakhs (including GST) each.

OR

(iii) One similar completed jobs/ works costing not less than Rs. 10.88 Lakhs (including GST).

#### **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**

- a) Complete tender document in all respects duly digitally signed as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of CA certificate Or Balance Sheet and Profits & Loss Account statements of last three financial years ending 31.03.2024 i.e. 2021-22, 2022-23 & 2023-24.UDIN is mandatory on each document certified by Chartered Accountant as per ICAI.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e 2021-22, 2022-23 & 2023-24.
- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Self-attested copy of the **PAN No.**
- f) Un-Price bid as per Annexure I. Bidder has to mention the applicable GST % in Un-Price Bid format.
- g) The Bidder must Submit a declaration (enclosed at Schedule II), that the bidder has not been suspended / blacklisted by any organization.
- h) No deviation certificate as per Schedule III (enclosed) must be signed and stamped.
- i) Bidder must submit the bidder's details in the enclosed format (Schedule -IV).
- j) Self attested copy of valid GST Registration Number.

#### CONSORTIUM/JV BIDDING IS NOT ALLOWED.

# **General Instructions to Tenderer**

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

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

## 1.0 Quoting & Signing the Tender

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal https://eprocurebhel.co.in/. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal.
- b. Vendors interested in participating against an electronic tender are advised to obtain "Digital Signature Certificate" and get themselves registered on "https://eprocurebhel.co.in/" website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the portal.
- g. 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.
- h. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender
- i. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- j. 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.
- k. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- 1. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.

- m. If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- n. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- o. 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.
- p. 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 Lucknow, 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.
- q. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- r. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of *EMD Fee/PreQual/Technical/Finance* in one cover, two part bid double covers system consisting *EMD fee details/technical* bid in one cover & *Financial* bid in the second cover and in three part bid three covers system consisting *EMD fee details* in one cover, *Technical* bid in the second cover & the *Financial* bid in the third cover.
- s. Price bid should not be submitted along with the techno commercial bid in the cover type "Fee/ PreQual/ Technical" specified for techno commercial bid. The price bid has to be submitted separately in the cover type "finance" specified for price bid only.
  - ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- t. 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.
- u. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- v. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- w. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "NO DEVIATION STATEMENT" shall be submitted with the tender (Techno-commercial offer).

#### 2.0 Signing the Tender

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

# 3.0 Date / Time for opening of Tender

a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.

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

## 4.0 Quoting

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

## 5.0 Participation

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

# 6.0 Validity of Offers:

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

#### Note: -

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

# **General Terms & Conditions of Tender**

## 1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., ROD, Lucknow (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., Regional Operations Division, Lucknow and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "WORK" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "SITE" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "CONTRACTOR" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The "ENGINEER-IN-CHARGE" means the Engineer/Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) "APPROVED" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.

  BHEL means the Bharat Heavy Electricals Limited, Regional Operations Division Lucknow of the said Company at PICUP Bhawan Lucknow.
- (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. BHEL will not be responsible for the delay under any circumstances for non-submission of Tenders ONLINE
- **4.** BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- **5.** If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled.
- **6.** The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
- 7. The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- **8.** Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 9. The Rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes including GST.
- 10. The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.

The evaluation currency for this tender shall be INR (Indian National Rupee).

#### 11. EARNEST MONEY DEPOSIT

Waived Off for this Tender.

12. <u>VALIDITY OF RATES:</u> Validity of rates will be 120 days from the date of tender opening.

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

#### 14. STORES AND MATERIALS ON SITE:

- i. The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
- ii. All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- iii. The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials
- iv. The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- v. Contractor will remove the temporary stores/ structure before claiming the final bill.

#### 15. PRICE BID:

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

Evaluation of Price shall be on the minimum quote basis. Bidder with lowest quote shall be awarded the order.

- 17. <u>COMPLETION PERIOD:</u> The total work completion period will be for **three (03) months** from the dated of award of work order.
- 18. **QUANTITY VARIATION:** The excess variation in quantity of any item mentioned in the BOQ may vary 25 % and can be reduce upto any extent as per site requirement as per the direction of Engineer in charge during execution of work due to site requirement but the total executed value of work shall be within the work order value.
- 19. TAXES AND DUTIES:

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

#### **20. PAYMENT TERMS:**

- a. No advance payment or the payment for mobilization of work will be made to the Contractors. Running bills payment as per Annexure-I of BOQ (If demanded by Contractors) excluding GST portion, against the work executed shall be made to the Contractors. GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law. However only one running bill will be accepted in a month. The payment of 90 % of running bill will be made and 10 % will be withhold, which will be released along with full & final bill.
- b. The payment of final bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the final bill.
- c. No payment shall be made for the work done without the permission of Engineer-in-Charge.
- d. Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/ final bill excluding GST portion, within 90 days for Non MSME (whereas 60 days for Medium Enterprises and 45 days for Micro & Small Enterprises) by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned at S. No. 19 (Taxes & Duties). The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
- e. Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- f. Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in- Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- g. For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- h. Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- i. The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- j. If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.

## 21. PROGRESS OF WORK AND L. D./ PENALITY FOR DELAY:

- a. The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b. In case there is a delay attributable to contractor in completing the work in stipulated time i.e. three (03) months from the date of award of work/ clearance from Engineer-in-charge, L.D. will be imposed @ ½ % (i.e. 0.5 %) per week of delay. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD will be calculated on the total contract value.
- 22. <u>SUBLETING:</u> The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 23. The contractor should have PF code number & ESI code number before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.
- 24. MAINTENANCE PERIOD: The contractor will be responsible for the quality of the work and Period of guarantee/ maintenance shall mean the period of One year which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- **25.** Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
- **26.** The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.
- 27. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- **28.** All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 29. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- **30.** No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

## 31. SECURITY DEPOSIT:

- a. The total amount of Security Deposit will be **5** % of the contract value. The security deposit should be collected before start of work by the contractor.
- b. Security deposit may be furnished in any one of the following forms:
  - i. Cash (as permissible under the Income Tax Act)
  - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v. Securities available from Indian Post offices such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL)

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

vi. At least 50% of the Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- c. The security deposit will be released only after completion of Guarantee/ Maintenance period.
- d. The Security Deposit shall not carry any interest.
- e. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- f. Bidder agrees to submit performance security required for execution of the contract within 15 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.
- **32.** The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 33. <u>TERMINATION OF CONTRACT:</u> BHEL may terminate the contract earlier by giving not less than thirty day's written notice of termination to the successful tenderer, if the successful tenderer does not remedy a failure in performance of their obligation under the contract or without assigning any reason, within thirty days after being notified and without prejudice to the rights of the Company to recover any amount becoming due under this Contract. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- **34.** <u>TERMINATION OF CONTRACT ON DEATH:</u> Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- **35. RECOVERY FROM CONTRACTOR**: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- **36. POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 37. ARBITRATION / CONCILIATION: In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the ROD Head of Bharat Heavy Electricals Ltd., at Lucknow. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Lucknow.

JURIDICTION: The courts of Lucknow, India, shall have exclusive jurisdiction

#### 38. SPECIAL CONDITIONS RELATED TO THE WORK

- a. The subject work shall be carried out up to the satisfaction of Engineer-in-charge. The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications and relevant IS codes for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- b. All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL.

- c. The work will be done up to the satisfaction of engineer in charge. If the quality of work is not up to the mark re-work will be done without any extra claim.
- d. The work will be done as per the convenience of existing infrastructure. Any misconduct with the residents & other staff will not be tolerated.
- e. Any damage of other than specified' due to the negligence of contractor's worker, the recovery will be done from the contractor.
- f. After completion of the work in a building the contractor will remove all unwanted material/rubbish from the site with no extra claim.
- g. All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL. All materials will be approved by Engineer In-charge before use.
- h. No any consumable materials like Cable, PVC conduit, MS box, switches, sockets, cement, sand, OBD/paint etc., for work to done shall be provided by BHEL.
- i. The LAN socket for termination of CAT 6 LAN cable shall be provided by BHEL and fixed by contractor at no extra cost.
- j. The wall bracket/ ceiling fitting for all sizes and design shall be done by contractor as per BOQ rates.
- k. All tools & tackles like, hammer, chisels/ wall cutting machine, screw driver, player, tester, testing equipment ladder, etc. will be arranged and provided by contractor at his own cost. No tools or testing equipment will be provided by the BHEL.
- 1. The contractor will have to complete all the work in a flat including recess cutting, piping, wiring, plastering and making good as same by painting within the assigned period including holidays by deploying sufficient man powers.
- m. After the wiring work with copper cable in recessed PVC conduit and fixing of metal box/ MCB DB deep in recess, contractor will prepare the surface smooth by removing old wirings and filling all recessed/small holes with cement/POP/putty at no extra cost to BHEL.
- n. The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
- **39.** <u>CARE OF BUILDINGS:</u> Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- **40. QUALITY OF MATERIALS**: All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- **41. WORKMANSHIP**: Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- **42.** <u>SUPERVISION OF WORK</u>: The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

#### **43. COMMERCIAL TERMS**

• Prices shall be quoted on "Firm Price" basis only.

## 44. 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.

#### 45. 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.

# **46. RIGHT OF ACCEPTANCE**

- a) BHARAT HEAVY ELECTRICALS LIMITED 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.

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

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

## E. **CONTRACTOR'S OBLIGATION:**

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

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

#### **SCOPE OF WORK**

The scope of work of contractor shall broadly cover following civil works:

- a) Dismantling old Plaster, WC Pan, Door Window, tiles etc.
- b) Plastering, Putty and Painting work as per BoQ
- c) Providing and fixing WPC door, uPVC Window and Gypsum partition board.
- d) Details of Electrification work.
- e) Details of Plumbing work.
- f) 4 Washrooms, 2 Pantry, Hall alongwith a separation wall.

#### Drawings and BOQ are attached at Annexure – I & II

# Work will be carried out in two phases as given in Annexure I & II.

- 1.1 The specific technical requirements for work to be executed under this Contract shall be as per BOQ. The applicability of specifications shall be limited to the scope of civil works only as specified in the BOQ.
- 1.2 The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.

#### 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. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). 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, repairs 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/officers/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

Schedule-I

#### **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 too. 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 license throughout the period of contract.

Name of Work: "MISC. REPAIR AND FACE UPLIFT WORK A"	Γ
BHEL LUCKNOW - PICUP BHAWAN (B-2 BLOCK 1st FLOO	R)."

**Schedule: II** 

# **DECLARATION**

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

Date:

**Schedule: III** 

# **ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

# **No Deviation Certificate**

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

(Digital Signature of the Bidder)

**Schedule: IV** 

# **BIDDER'S DETAILS**

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

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

(Digital Signature of the Bidder)