

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. of India undertaking)



Enquiry No. PE-LPE/478 dtd. 18/03/20

Due Date: 30/03/20 by 2:00 PM

Open Tender Enquiry

Subject: Repair & modification of gent's toilet at CW-GF of PPEI Building in BHEL-PS-PEM, Noida.

Dear Madam/ Sir,

Most competitive rates are invited from reputed Firm/ Authorized Distributor/ Authorized dealer for Repair & modification of gent's toilet at CW-GF of PPEI Building in BHEL-PS-PEM, Noida (Refer Technical Terms & Conditions, Price Format for details). Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 2:00 P.M. on or before the above mentioned due date.

Scope of work: As per clause no. 1 of Technical Terms & Conditions (Annexure-I).

Bid Validity: The bid shall valid for a period of 90 days from the date of opening of offers.

Validity of Rates: The price quoted shall remain "FIRM" for the entire contract period.

PQR: As per Annexure-II.

Delivery: The bidder should start the work within 7 days from the date of work order as per clause no. [A]-1 of General Terms & Conditions (Annexure-III).

Completion Period: The total time fixed for completion of all the works is 30 days including holidays from the date of start of work as per clause no. [B] of General Terms & Conditions (Annexure-III).

Payment Terms: As per clause no. [C] of General Terms & Conditions (Annexure-III).

Penalty: As per clause no. [D] of General Terms & Conditions (Annexure-III).

EMD: Rs 4,600/- (Rupees Four Thousand Six Hundred only) as per clause no 14 of Commercial Terms & Condition (Annexure-V).

Security deposit: 5% of the Total Contract value.

Evaluation: Bidders to quote quote as per enclosed Price Format (Annexure-IV). Grand total price indicated in Price Format (excluding GST) at Sl. no. 24 shall be considered for evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.

Other terms & conditions shall be as per Technical Terms & Conditions (Annexure-I), PQR (Annexure-II), General Terms & Conditions (Annexure-III) and Commercial & General Terms & Conditions (Annexure-V to XII).

Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9911170053, Phone no. 0120-4213591
Thanking You,

नरेश चन्द्र शर्मा Yours faithfully,
By Manager (Mr. N.C. Sharma)
On behalf of BHEL,
पावर सेक्टर-प्रोजेक्ट
Power Sector-Project
शीक्षिकार भवन, रमजानी, Mgr./CMM
PPEI Bldg., H.P. Colony
Plot No. 25, Sector-16
Noida-201301 (U.P.)

18/03/2020

Annexure- 1

Technical Terms & Conditions

1) SCOPE OF WORK

The scope of work covers repair & modification of Toilet in PPEI Building, PEM, Noida as per Specifications, Terms & Conditions and BOQ cum Price Schedule.

The scope of work includes all the following works as per specification but not limited to the following:

- a) Removing of all items of existing toilet.
- b) Providing and fixing of all items of BOQ including Supply, fabrication, cutting, erection, fixing etc. all complete.
- c) Disposal of all debris generated in all types of dismantling and demolishing within the office complex.

The Bidder shall visit the site and assess the involvement of works under the scope of work. Bidder shall apprise himself fully with existing site conditions to meet the stipulated time frame laid down in the specification. The bidder is expected to get clarified any doubts about the specifications/BOQ etc. before bidding through discussion with the owner recorded in writing in respect of interpretation of any portion of this documents. No extra claim shall be entertained for any unforeseen reason. The details provided by the Owner/BHEL in the bid documents is for bidder's information and guidance only.

2) EXECUTION

The contractor shall furnish the job procedure & sequence of work in the beginning before starting of work. The work shall be executed in a professional approach, adhering to quality & safety requirements & to the entire satisfaction of Engineer-in-Charge. Sufficient manpower & resources shall be deployed to complete the work in an un-interrupted manner. As the office work is functioning in the PPEI Building and employees are seated there, adequate measures shall be undertaken by the contractor to ensure that the day-to-day office works of BHEL are least affected due to execution of work under this contract.

2.1. DEMOLISHING / DISMANTLING

The demolition/ dismantling shall always be well planned before hand and the operations shall be informed to the Engineer-in-Charge before starting the work. Due care shall be taken to maintain the safety measures prescribed in IS 4130. Necessary temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided to ensure the safety of the adjoining work or property before demolishing/ dismantling is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of Engineer-in-Charge. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Engineer-in-Charge. The demolition/ dismantling work shall be proceeded in such a way that it causes the least

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(Signature and seal of the bidder)

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TECHNICAL SPECIFICATIONS & BOQ FOR REPAIR AND MODIFICATION OF TOILET IN PPEI
BUILDING, PS-PEM, NOIDA

damage and nuisance to the adjoining building and the public. Dismantling shall be done in a systematic manner. All materials obtained from dismantling or demolition shall be the property of BHEL and stacked/ disposed off as directed by the Engineer-in-Charge. The demolished/ dismantled debris/materials shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly disposed/ stacked as directed by the Engineer-in-Charge. The contractor shall maintain/disconnect existing services, whether temporary or permanent, where required by the Engineer-in-Charge. Water may be used to reduce dust suppression while demolishing work.

3) ACCEPTANCE CRITERIA AND GUARANTEE

The installations shall present a neat appearance and shall be checked for water tightness. The following shall be checked:

- a) Proper installation of sanitary & plumbing.
- b) Absence of cracks, holes or damages in sanitary.
- c) All joints shall be sealed properly in all entire work.
- d) Proper installation of doors etc.

The surface slope shall be such as to allow quick draining of water from anywhere to drain point. Joints should be sealed properly.

4) RATES AND MEASUREMENT

a) Rates

Rates shall be unit rate for complete item described in "Schedule of Items" and shall include all wastage, royalty and carriages, equipment, tools & plant and labour, as detailed in the specification unless any portion is specifically excluded in the "BOQ Items".

No separate payments shall be made for cleaning of surface etc. application wherever required.

b) Measurement

All measurement shall be done in the unit mentioned in the BOQ for net executed area of the work. No extra shall be paid for cutting, wastage, laps etc. in all works.

5) Variation in Quantity/Item:

The quantities mentioned in BOQ cum Price Schedule are based on estimate and are meant to be indicating the extent of work and to provide a uniform basis of tendering and any variation shall not vitiate the contract. However, Variations permitted shall not exceed $\pm 25\%$ in quantity of each individual item and $\pm 15\%$ of the total Contract price.

The contractor shall be bound to carry out the work in accordance to the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

BHEL reserves the right to cancel any item of work/alter the work included in the contract.

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(Signature and seal of the bidder)

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Annexure-II

Pre-Qualifying Requirement (PQR):

The bidders should have an experience of successful execution of the similar works and needs to submit Work Order or Certificate of successfully/satisfactorily completion of work clearly mentioning the work order details as a proof of experience of successful completion of similar works. The certificates shall be issued by competent authority with his / her contact details mentioned for verification purpose. BHEL reserves the right to verify the correctness of the documents of the clients. In case the bidder has done work earlier with BHEL, then only copy of work order should be submitted.

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(Signature and seal of the bidder)

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General Terms & Conditions

[A] Terms and Conditions:

1. **DELIVERY:** The bidder should start the work within 7 days from the date of work order. On delay, penalty will be levied as per penalty clause.
2. Bidder are requested to go through the scope of work, visit the BHEL's work premises etc. and get fully acquainted with the scope of works required and get their doubts clarified regarding the above job before submitting the offer.
3. Bidder must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The Bidder will have to deploy trained and efficient work force for the work.
4. The Bidder may be rejected on account of unsatisfactory part performance in the execution of an earlier contract if noticed during technical evaluation.
5. The successful Bidder will be responsible for the quality of the job / services and will immediately rectify the deficiency pointed out in the work performed.
6. If at any time during the period of contract, it is observed by BHEL or its authorized representative that the work being performed are not to the satisfaction or any terms of the contract are violated and Bidder does not respond for improvement of the same; in such situation BHEL reserves the right to terminate the contract and may recover the undone cost from his bill or may forfeit the Security Deposit in part or full as the case may be.
7. Successful bidder shall take all precautions to ensure that no damage happens to any structure of the office building.
8. BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep BHEL indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
9. The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of BHEL's property takes place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
10. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
11. In case, while on duty and during the course of engagement in work premises of the Company under this contract, if any of the Contractor's workforce meet (s) 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 in respect to his workers.
12. Contractor will have full responsibility of proper up keep, maintenance of the equipments etc. handed over to them by the company.
13. Contractor has to take all the responsibility of his employees working inside the company office premises. All the payment related issues of labour (minimum wages fixed by Govt., PF, ESI etc.) has to be taken care by the contractor itself and the contractor have to follow the rules pertaining to labour law of Govt. of India. BHEL will not be liable to pay any type of compensation if any accident of fatal injury etc. happens to contractor's employee. The contractor shall only be liable for the same.
14. The contractor has to provide all day to day spares without any extra cost.

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15. No labour below the age of fourteen or who is not an Indian National shall be employed on the work.
16. Any discrepancy in the bid, if found advantageous to BHEL shall be considered for evaluation accordingly.
17. Manpower deployed by contractor should be well behaved, have positive attitude and should be properly dressed. Rude and discourteous behaviour should be invite penalty and may also lead to cancellation of his entry.
18. Contractor will not be allowed to sublet the contract to other parties.
19. Contractor will be permitted to work after office hours with written permission from designated authority only.
20. Construction power and water shall be provided at a single point near the work area and no cost shall be charged against using the same for the scope of the work of the contract.
21. SAFETY RULES:
 - a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
 - b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
 - c) Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
 - d) No material of any kind shall be dropped or allowed to be dropped from any height.
 - e) Defective ladders shall not be used at all.
 - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
 - g) The necessary safety equipment such as gloves, safety belt, helmet, safety boot etc. must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipment not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
 - h) If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs 500/- will be imposed and deducted from the contractor bill for each violation.
 - i) The working area shall be kept clean and free from all obstructions.
 - j) All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/Agreement.

[B] Completion period:

The total time fixed for completion of all the works is 30 days including holidays from the date of start of work. On delay, penalty will be levied as per penalty clause.

[C] Payment terms:

The payment shall be made after completion of entire work. Single invoice shall be submitted in triplicate in conformation with the measurement books after completion of work, along with specified documents to HR-GAX Department of PS-PEM, PPEI Building, NOIDA and the payment will generally be made within 30 days after receipt of GST compliance bill correct in all respects, measurements and verification by BHEL Engineers for satisfactory completion of the work. Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after statutory deductions (like Work contract tax, TDS, GST, etc.). Details of your bank account for the same shall be submitted by you.

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(Signature and seal of the bidder)

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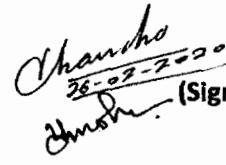
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Also, no interest shall be paid due to delay in making the payment. Tax should be shown separately in the rates quoted. The same will be paid / remitted in accordance with the provisions of Reverse Tax Mechanism as applicable.

[D] Penalty clause:

- a) It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, the delivery of the works specified in the Order should be made within the stipulated delivery period. Where work is done after the stipulated period, BHEL shall be under no obligation to accept the works. However, if accepted, penalty at the rate of 0.5% per week of delay or part thereof shall be levied on the value of works delayed limited to 10% (excluding taxes) of the total contract value, without prejudice to any other relief or compensation due to BHEL under any other condition of the contract.
- b) A delay penalty of Rs.500 per day will be charged for delay in start of work.
- c) Penalty @ Rs.500/- per instance shall be levied in case of misbehave of contractor or its labours.
- d) If contractor fails to deliver the required work within specified time or with required quality, BHEL has the right to do the part or complete work from another contractor on risk and expense of the contractor. The contractor would be liable to compensate the BHEL for any loss which BHEL may sustain by reason of such risk purchase. The same shall be deducted from the contractor's bill/security deposit plus a penalty of Rs.2000/- shall also be charged in addition to clause (a).
- e) If during the contract, any BHEL item/property gets damaged at contractor's end, its cost shall be recovered from the bill of the contractor plus a penalty of Rs.1000/- for each item shall also be levied.



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(Signature and seal of the bidder)

Price Format for Repair & modification of gent's toilet						Annexure-IV	
S. No.	Description	Unit of measurement	Qty.	Unit price (Rs.)	Total price (excluding GST) (Rs.)	GST @ __%	Total price including GST (Rs.)
			A	B	C=AxB	D	E=C+D
1	Demolishing of nominal cement concrete of Mix 1:3:6 or richer mix manually or by mechanical means including disposal of material within 50 meters lead.	CuM	0.25				
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:6 (1 cement : 6 coarse sand).	CuM	0.29				
3	12mm cement plaster of mix 1:6 (1Cement : 6 Coarse Sand).	SqM	8.60				
4	Centering and shuttering including strutting, propping etc. and removal of form for Suspended floors, roofs, landings, balconies and access platform.	SqM	2.05				
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermomechanically Treated mild steel and medium tensile steel bars.	Kg.	66.38				
6	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	CuM	0.41				
7	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistem & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required. W.C. pan with ISI marked white solid plastic seat and lid.	Each	2.00				
8	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms.	Each					
a.	15mm nominal bore.	Each	4.00				
9	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.						
a.	15mm nominal bore	Each	10.00				
10	Providing and fixing Fiber Glass Reinforced plastic (FRP) Door Frames of cross-section 90 mm x 45 mm having single rebate of 32 mm x 15 mm to receive shutter of 30 mm thickness. The laminate shall be moulded with fire resistant grade unsaturated polyester resin and chopped mat. Door frame laminate shall be 2mm thick and shall be filled with suitable wooden block in all the three legs. The frame shall be covered with fiber glass from all sides. M.S. stay shall be provided at the bottom to steady the frame.	Metre	18				



S. No.	Description	Unit of measurement	Qty.	Unit price (Rs.)	Total price (excluding GST) (Rs.)	GST @ __%	Total price including GST (Rs.)
			A	B	C=AxB	D	E=C+D
11	Providing and fixing to existing door frames 30 mm thick Glass Fibre Reinforced Plastic (FRP) panelled door shutter of required colour and approved brand and manufacture, made with fire - retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate for forming hollow rails and styles, with wooden frame and suitable blocks of seasoned wood inside at required places for fixing of fittings, cast monolithically with 5 mm thick FRP laminate for panels conforming to IS: 14856, including fixing to frames.	SqM	5.36				
12	Providing and fixing chromium plated brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.	Each	1.00				
13	PTMT Liquid Soap Container of 400 ml capacity.	Each	4.00				
14	Rectangular shape 1500x450 mm Mirror with Plastic moulded frame.	Each	2.00				
15	Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. Polished Granite stone slab jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	SqM	2.74				
16	Providing and laying Vitrified tiles in different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS: 15622, of approved brand & manufacturer, in all colours and shade, in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). Size of Tile 600x600 mm.	SqM	14.56				
17	Auto matic hand dryer of Dolphy/Toyo/Horseway make 1.8KW power consumption and input vaoltage should be 220V.	Nos.	2.00				
18	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350 mm with white PVC automatic flushing cistem, with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in C.P. brass) with waste fitting as per IS :2556, C.I. trap with outlet grating and other couplings in C.P. brass, including painting of fittings and cutting and making good the walls and floors wherever required. Single half stall urinal with 5 litre P.V.C. automatic flushing cistern.	Nos.	4.00				



S. No.	Description	Unit of measurement	Qty.	Unit price (Rs.)	Total price (excluding GST) (Rs.)	GST @ __%	Total price including GST (Rs.)	
						A		
						C=AxB	D	E=C+D
19	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required. White Vitreous China Surgeon type wash basin of size 660x460 mm with a pair of 15 mm C.P. brass pillar taps with elbow including operated levers.	Nos.	4.00					
20	Providing and fixing PTMT Waste Coupling for wash basin and sink, of approved quality and colour. Waste coupling 31 mm dia of 79 mm length and 62 mm breadth weighing not less than 45 gms.	Nos.	8.00					
21	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	SqM	12.72					
22	Distempering work with oilbond washable distemper of approved brand and manufacture to give an even shade (Two or more coats) and including priming coat with primer. (Material will be used Asian, Berger, Nerolack or equivalent make).	SqM	13.2					
23	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	SqM	0.90					
24	Grand Total Price excluding GST (Rs.)							

Notes:

- i Bidder to note that Grand total price indicated above at Sl. no. 24 (Grand total price excluding GST) shall be considered for evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.
- ii Prices shall remain firm during contract execution.
- iii For any clarification please refer Specifications.

(Sign. & Seal of Bidder)



Annexure- V

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by 2:00 PM on or before the due date 30/03/20 in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be enclosed as per NIT.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1: techno-commercial bid**'.

Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh. N C Sharma/ Dy. Manager (CMM) & Sh. I P Singh/DGM (CMM)

Tender Room,

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301 (U.P.)

e-mail: ncsharma@bhel.in

Mob. No- 9911170053, 9818989654 Phone no. 0120-4213591, 4368749

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at 2:00 PM on the due date 30/03/20 in the presence of bidder who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.



3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. Contract value means total contract value including all taxes.

10. SUBMISSION OF INVOICE: GST compliant invoice by the vendor shall be submitted in duplicate, to HR-GAX Dep't. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.

11. RISK PURCHASE: Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

Risk and Cost against Balance Work:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

12. PRICE DISCREPENCY:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i. Bidders should quote total price in "figures" with corresponding words in price bid format.
- ii. 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.
- iii. 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.
- iv. 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 (ii) and (iii) above.



v. 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.

13. LANGUAGE & CORRECTIONS:

- i. The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- ii. Tenderer shall quote the rates in English language and Indo-Arabic numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- iii. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasements, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

14. EARNEST MONEY DEPOSIT (EMD):

EMD of Rs 4,600/- (Rupees Four Thousand Six Hundred only)

The EMD may be accepted only in the following forms:

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

Bank details are as under:

BANK NAME	BANK ACCOUNT NO	IFSC	Address
HDFC Bank	00030350015809	HDFC0000003	1ST,FLOOR KAILASH BUILDING 26 K G MARG NEW DELHI 110001

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

- c) Fixed Deposit Receipt(FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

No interest shall be payable by BHEL on EMD amount.

The EMD shall be forfeited in case of:

- 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.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- iv) If operations of the contract are not commenced from the date indicated in the award of contract.



14.1 Forfeiture of EMD

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
- b) Refusal to enter into a contract after the award of contract.
- c) If operations of the contract are not commenced from the date indicated in the award of contract.
- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

14.2 EMD shall not carry any interest.

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

15. SECURITY DEPOSIT:

Security Deposit of 5% of the contract value may be accepted in the following forms: -

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii) 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).
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- 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).

15.1 Security deposit can also be recovered at the rate of 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. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

15.2 The Security Deposit shall not carry any interest.

15.3 **Validity of the Performance Security Deposit:** will be up to three months after expiry of the contract.

16. ETHICS IN BUSINESS DEALINGS/ SUSPENSION OF BUSINESS DEALINGS:

In order to protect the commercial interests of BHEL, it becomes necessary to take action against bidders/ sellers/ 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, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a bidders/ sellers/ suppliers / contractors. Detailed guidelines are available at www.bhel.com/www.bhelpem.com. Bidders should get themselves acquainted with these guidelines.

17. DEALING WITH BIDDERS UNDER SUSPENSION

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firm is available on BHEL web site www.bhel.in

18. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject quotation without assigning any reason whatsoever. Quotation of the party which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.



19. For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 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.

20. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

21. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the Contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

22. FORCE MAJEURE: Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

23. SHORT CLOSURE OF CONTRACT:

BHEL reserves the right to short close the contract with 15 days' notice without assigning any reason.

24. DEVIATION: The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.

25. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.

A handwritten signature in black ink, appearing to be a stylized 'J' or 'G'.

GENERAL TERMS AND CONDITIONS

Annexure- VI

1. ARBITRATION & CONCILIATION:

1.1 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme. For more details please visit BHEL website www.bhel.com

1.2 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.



2. LAWS GOVERNING THE CONTRACT:

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ).

It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

3. JURISDICTION OF COURT:

Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

4. SETTLEMENT OF DISPUTES:

4.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

4.2 Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

4.3 Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

5. BHEL FRAUD PREVENTION POLICY:

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. BHEL Fraud prevention policy is also uploaded on www.bhelpem.com & www.bhel.com

6. FORCE MAJEURE:

6.1 Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non execution/non- performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure' event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

6.2 The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.



- 6.3 If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.
- 6.4 Not-withstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
- 6.5 If a war like situation has developed in a country where Seller's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

7. STATUTORY VARIATION:

- 7.1 In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly
- 7.2 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

8. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

-----X-----



Annexure – VII

Acceptance Letter / 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 are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

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

(Signature & seal of the contractor)

A handwritten signature in black ink, appearing to be a stylized 'K' or a similar mark.

Annexure – VIII

DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax) (Email)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Copy of PAN Card to be enclosed		
7.0	Any other information		



Annexure – IX

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the Bidder)

A handwritten signature in black ink, appearing to read 'Kiran'.

Annexure - X

TECHNICAL DETAILS

For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			



Annexure-XI

NEFT Application Form

**Name of the firm/Authorized
Distributor/Authorized:**

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED
WITH IFSC CODE & A/C NO. PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation



Annexure-XII

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Commercial Terms and Conditions (Annexure-V).		
2	General Terms & Conditions (Annexure-VI).		
3	Acceptance Letter/ No Deviation Certificate (Annexure-VII)		
4	Details Of Business (Annexure –VIII)		
5	Declaration (Annexure-IX)		
6	Technical Details (Annexure-X)		
7	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-XI)		
8	Check List (Annexure-XII)		
9	Unpriced Bid Format (Annexure-IV)		
10	Technical PQR (Annexure-II)		

