

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
सम्पदा कार्यालय, सेक्टर-17 , नॉएडा -201301 (यु.पी.) भारत
Estate Office, Sector-17, Noida-201 301 (UP) INDIA



TENDER DOCUMENT
FOR
CIVIL AND MAINTENANCE WORKS IN BHEL TOWNSHIP,
SECTOR – 17, NOIDA.

NIT No. 39: AA: NOI: ADMN: CMW: 112: 2017 -18 DD 28.11.2017

CONTENTS

- Notice Inviting Single Tender
- EMD : Rs. 10,000/-

- Last date for Submission : 29.11.2017 at 1500 hrs.
- Date for Opening of Tender : 29.11.2017 at 1515 hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - २०१ ३०१ (उ.प्र.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201301 (UP) INDIA

फोन (का.) / Tel: 3070961, 3070962

TENDER DOCUMENT

NIT No. 39: AA: NOI: ADMN: CMW: 112:2017-18

Dated 28.11.2017

Last date of Submission of Sealed Tender at Estate Office: 29.11.2017 at 1500 hrs.

Date of opening of Tender: 29.11.2017 at 1515 hrs.

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

To

M/s. DSN CONSTRUCTIONS PVT. LTD.

#2301, Sector - 13, Urban Estate

Karnal - 132001 (HR)

Subject: Civil and Maintenance Works in BHEL Township, Sector - 17, NOIDA.

Dear Sir,

We are pleased to invite your most competitive offer for Repair and Maintenance Work in BHEL Township, Sector-17, Noida as per following T & C's:

PRICE BID

S.N.	Description of Item	Unit	Quantity (A)	Basic Rate per Unit (Rs.) (B)	Amount (Rs.) (C)=(A) x (B)
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	sqm	6.00	12.28	73.66
2	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum	0.20	741.62	148.32
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of	cum	3.20	146.43	468.58

(Signature of Party with seal)

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उज्ज्वल तोमर
श्री. उज्ज्वल तोमर (एच.टी.ए.)
Ujjwal Tomar
Sr. Engineer (HR-T&C)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

	50 m. All kinds of soil.				
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	cum	3.20	110.66	354.11
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	cum	0.40	3940.77	1576.31
6	Cement concrete pavement with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size), including finishing complete. cum	cum	0.60	5107.83	3064.70
7	Brick work with common burnt clay F.P.S. (non- modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	sqm	3.40	4181.45	14216.94
8	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size).	sqm	1.50	231.53	347.29
9	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	0.90	4912.91	4421.62
10	Half brick masonry with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundations and plinth in cement mortar 1:4 (1 cement : 4 coarse sand)	sqm	21.00	602.10	12644.02
11	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	0.70	6503.90	4552.73
12	Centering and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	sqm	2.90	301.75	875.08
13	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	kg	59.50	49.81	2963.58
14	Cutting holes up to 30x30 cm in walls including making good the same With common burnt clay F.P.S. (non-modular) bricks	each	2.00	184.14	368.28

15	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work , including cutting chases and making good the walls etc. 20 mm nominal outer dia Pipes.	metre	2.00	250.67	501.34
16	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. External work -20 mm nominal outer dia Pipes	metre	10.00	131.38	1313.84
17	12 mm cement plaster of mix 1:6 (1 cement: 6 coarse sand)	Sqm	23.00	148.06	3405.38
18	15 mm cement plaster on rough side of single or half brick wall of mix:1:6 (1 cement: 6 coarse sand)	Sqm	28.00	171.25	4794.94
19	Finishing walls with Acrylic Smooth exterior paint of required shade New work (Two or more coat applied @ 1.67 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	sqm	3300.00	84.52	278929.20
20	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	22.00	655.42	14419.33
21	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement: 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	sqm	5.50	605.75	3331.61

	<i>and floors wherever required, W.C. pan with ISI marked white solid plastic seat and lid.</i>				
37	<i>Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : Range of two urinal basins with 5 litre white P.V.C. automatic flushing cistern each</i>	<i>each</i>	<i>1.00</i>	<i>4728.59</i>	<i>4728.59</i>
38	<i>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 require, White Vitreous China Flat back wash basin size 450x300 mm with single 15 mm C.P. brass pillar tap</i>	<i>each</i>	<i>2.00</i>	<i>1369.28</i>	<i>2738.56</i>
39	<i>Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. 32 mm dia.</i>	<i>each</i>	<i>4.00</i>	<i>64.46</i>	<i>257.84</i>
40	<i>Providing and fixing unplasticised P.V.C. connection pipe with PTMT Nuts, collar and bush of approved quality and colour, 15 mm nominal bore with 45 cm length.</i>	<i>each</i>	<i>6.00</i>	<i>58.65</i>	<i>351.91</i>
41	<i>Providing and fixing PTMT grating of approved quality and colour, Circular type 100 mm nominal dia.</i>	<i>each</i>	<i>4.00</i>	<i>28.82</i>	<i>115.28</i>
42	<i>Providing and fixing PTMT bib cock of approved quality and colour, 15mm nominal bore, 86 mm long, weighing not less than 88 gms.</i>	<i>each</i>	<i>2.00</i>	<i>90.90</i>	<i>181.81</i>
43	<i>Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms.</i>	<i>each</i>	<i>2.00</i>	<i>98.82</i>	<i>197.65</i>
44	<i>Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour, 600 mm long towel rail with total length of 645 mm, width 78 mm and effective height of 88 mm, weighing not less than 190 gms.</i>	<i>each</i>	<i>1.00</i>	<i>371.98</i>	<i>371.98</i>
45	<i>Providing and fixing 600x450 mm bevelled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.</i>	<i>each</i>	<i>2.00</i>	<i>719.80</i>	<i>1439.59</i>
46	<i>Providing and fixing aluminium sliding door bolts, ISI marked anodised anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete, 250x16 mm.</i>	<i>each</i>	<i>2.00</i>	<i>186.96</i>	<i>373.91</i>

(Signature of Party with seal)

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A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tender and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted along with EMD in an envelope. The envelope should be super scribed with NIT no.
4. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070961/ email: ujjwal@bhel.in .
7. The tenderer or their representative may attend the opening of bids if he/she desire to do so.
8. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelope.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for 30 days from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
6. The amount 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.

7. DOCUMENTS REQUIRED ALONG WITH TENDER ENQUIRY

- a) EMD of Rs. 10,000/- (Rupees Ten Thousand hundred only) only in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
- b) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- c) Self-attested copies of the **PAN No. & GSTIN Registration No.**
- d) The Bidder must Submit a declaration (enclosed at Annexure –A), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- e) No deviation certificate as per Annexure –B (enclosed) must be signed and stamped.
- f) Bidder must submit the bidder's details in the enclosed format (Annexure-C)
- g) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – D).

8. **SECURITY DEPOSIT:**

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :
- b) 5% of work order value
- c) The security deposit should be collected before start of work by the contractor.
- d) Security deposit may be furnished in any one of the following forms:
- e) Cash (as permissible under the Income Tax Act)
- f) Pay order / demand draft in favour of BHEL.
- g) Local cheques of schedule banks, subject to realization.
- h) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- i) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- j) Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- k) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
- l) EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
- m) The Security Deposit shall not carry any interest.
- n) (Acceptance of Security Deposit against Sl.No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).
- o) The security deposit will be released only after completion of Guarantee/ Maintenance period of 6 months from the date of actual completion of work.
- p) 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.

9. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.

10. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. If any bidder does not accept the correction of errors, their bids will be disqualified.

13. PAYMENT TERMS & TAXES/DUTIES:

- a) No advance payment or the payment for mobilization of work will be made to the contractor.
- b) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.
- c) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- d) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- e) 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.
- f) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST & notional interest thereon, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned below. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 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 him to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- k) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- l) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- m) All payment will be subject to deduction of taxes at source as per rules.
- n) As GST has been introduced by Govt. of India in place of existing taxes, the same shall be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
- o) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- p) 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. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL.
- q) The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
- r) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- s) 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- t) Payment shall be made to contractor only after submission of GST complaint Tax

invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor 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.

- u) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- v) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.
14. **PERIOD OF CONTRACT:** This contract will be valid for a period of sixty (60) days from the date of Letter of Award i.e. Work Order. The contractor has to complete the work within the stipulated time.
15. **L. D. Clause:** Extension of work may be granted by BHEL where delay is not attributable to the contractor. In case of work is not complete within scheduled date, a penalty of 1½% per week of delay subject to maximum 10%, of award value will be deducted as L.D.
16. **L.D. FOR BAD QUALITY OF WORK:** If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.
17. Tender LD i.e. for delay as well as quality is to be considered in TOTO i.e. total LD shall be 20% of the contract value.
18. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
19. 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.
20. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

C) SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:

- 1) No inferior quality of work will be accepted.
- 2) 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.
- 3) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during the work. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 4) **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
- 5) The bidder is advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from

the Sr. Engineer (HR-TAX) on Tel. No.-0120-3070961 or at e-mail: ujjwal@bhel.in.

- 6) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 7) The amount quoted should be firm and valid till contract period.
- 8) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
- 9) All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of work and for such work no extra claim shall be entertained.
- 10) 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.
- 11) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 12) **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills 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 subparagraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 13) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and contractor in respect of or connected with this contract, General terms & conditions of tender, then the same shall be referred to Arbitration and arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same. 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.

D) CONTRACTOR'S OBLIGATION:

- 1) "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."

- 2) 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.
- 3) 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.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) 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.
- 6) 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.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) 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.
- 9) 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 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.
- 10) 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.
- 11) 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.
- 12) 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.

- 13) 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.
- 14) 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.
- 15) 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
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 19) 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.
- 20) The successful tenderer 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.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behaviour of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

For & on behalf of "BHEL"

(Ujjwal Tomar)
Sr. Engineer (HR-TAX)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 39: AA: NOI: ADMN: CMW: 112:2017-18

Dated 28.11.2017

DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature of Party with seal)

Place:

Date:

(Signature of Party with seal)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 39: AA: NOI: ADMN: CMW: 112:2017-18
Dated 28.11.2017

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:

(Signature of Party with seal)

BIDDER'S DETAILS

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

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

(Signature & seal of the contractor)

DECLARATION OF GST BENEFITS

NIT No. 39: AA: NOI: ADMN: CMW: 112:2017-18
Dated 28.11.2017

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature of Party with seal)

Place:

Date:

(Signature of Party with seal)