



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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Phone: 022-22171301, 342, 203, 201

संदर्भ : आरई /एमयूएम/एचआरडी/टीएफ - 2001 दिनांक : 26.11.2020

Ref : RE/MUM/HRD/TF-2001 Date: 26.11.2020

प्रति To,

प्रिय महोदय / महोदया , Dear Sir/Madam,

विषय: डीएन नगर और तिलक नगर मुंबई में स्थित बीएचईएल स्टाफ क्वार्टर भवनों में संरचनात्मक मरम्मत, सिविल कार्य, वाटरप्रूफिंग, बाहरी प्लास्टर और अन्य काम के लिए परियोजना प्रबंधन सलाहकार (पीएमसी) के चयन के लिए निविदा

Subject: NIT for Tender for selection of Project Management Consultant (PMC) for structural repairs, civil works, waterproofing, external plaster and other work in BHEL staff quarter buildings in DN Nagar and Tilak Nagar Mumbai

बीएचईएल, एक बिजली उपकरण बननेवाली कंपनी है, जो उपरोक्त विषय के लिए प्रोजेक्ट मैनेजमेंट कंसल्टेंट (पीएमसी) नियुक्त करने का इरादा रखती है। निम्नलिखित नियम और शर्तों पर, विषय के काम के लिए, आप सबसे अधिकतम प्रतिस्पर्धात्मक प्रताव आमंत्रित की जाते हैं।

BHEL, a Power Equipment Manufacturing Company, intends to appoint Project management consultant for above subject work. Your most competitive offer is invited for the subject work on the following terms and conditions.

निविदा में निम्नलिखित शामिल हैं:

- | | |
|---|---|
| 1) (सामान्य सूचना और पूर्व-योग्यता आवश्यकता) (PQR) - अनुभाग - I | 7) (मूल्य प्रस्ताव) प्राइस बीड - (अनुभाग - VII |
| 2) (कार्य का दायरा - अनुभाग - II | 8) (अनुपालन पत्र - अनुभाग - VIII |
| 3) (बोली लगाने वालों को निर्देश - धारा - III | 9) (प्रयुक्त संकेतन - अनुभाग - IX |
| 4) (विशेष शर्तें - अनुभाग - IV | 10) (बैंक की जानकारी - अनुबंध- 1 |
| 5) (सामान्य नियम और शर्तें - अनुभाग - VI | 11) (आवेदन पत्र - अनुबंध- 2 |
| 6) (टेक्नो कमर्शियल प्रताव - अनुभाग - VI | 12) (वर्क ऑर्डर का विवरण - अनुबंध- 3 |
| | 13) (कर्मचारीओं का विवरण - अनुबंध- 4 |

The tender comprises of:

- | | |
|---|---|
| (1) General Information & Pre-qualification Requirement (PQR) - Section - I | (7) Price Bid - Section - VII |
| (2) Scope of Work - Section - II | (8) Letter of Compliance - Section - VIII |
| (3) Instruction to bidders - Section - III | (9) Abbreviations used - Section - IX |
| (4) Special Conditions - Section - IV | (10) Information of Bank - Annexure-1 |
| (5) General Terms and Conditions - Section - V | (11) Application form - Annexure-2 |
| (6) Techno Commercial Bid - Section - VI | (12) Details of work order's - Annexure-3 |
| | (13) Details of Manpower - Annexure-4 |

महत्वपूर्ण तिथि / Important Date

ऑनलाइन e-offer जमा करने की अंतिम तिथि - **11.12.2020** (दोपहर 3 बजे तक) , last date of submission of e-offer **11.12.2020 (till 3 pm)**

The offers shall remain valid for 3 Months for acceptance from the due date of tender and any extension thereof. The bidders are required to submit their most competitive offers complete in all respect and as per instruction in section III in three parts i.e PQR Bid (Part1); Technical Bid (Part 2); Price Bid (Part 3) through online E-procurement portal <https://bhel.abcprocure.com> only. The offer should comply with the entire tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails etc. will be accepted.

Bidders must submit their E-offer for the above on or before due date of tender ie **15:00 Hrs, 11.12.2020** through online E-procurement portal <https://bhel.abcprocure.com>. Pre-qualification requirement (PQR) offers (Part-1) shall be opened online on **11.12.2020 , 15:30 Hrs** or at extended time thereof. Technical Bids (Part –II) of the bidders who meet the PQR conditions & further Price Bids (Part III) of technically qualified bidders only will be opened on online e-procurement only after due intimations to the qualified bidders.

BHEL will go for **Reverse Auction (RA)** for finalization of this tender instead of opening of price bids i.e (Part III) for the technically qualified bidders. However, the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects.

Thanking you,

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

Encl: SECTION I to IX and Annexure-1 to 4

SECTION - I

GENERAL INFORMATION

BHEL intends to appoint a Project Management Consultant (PMC) for structural repairs, civil works, waterproofing, external plaster and other work in BHEL staff quarter buildings in DN Nagar and Tilak Nagar Mumbai.

BHEL, through third party, has done structural audit of the above building in August 2018 the recommendation of reports are enclosed. PMC to implement the said recommendation and obtain the stability/Fitness certificate from competent authority accordingly, BHEL intends to engage MCGM/MHADA approved PMC (Project Management Consultant for the same.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1.	BHEL ROD Mumbai address and contact for coordination for tender Mr. Sanjeev Shikhare, AGM (HR) Mr. Sarin Sondawale Manager (HR) Regional Operations Division Bharat Heavy Electricals Ltd., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India	Ph No. 022- 22171301 Email : rodsds@bhel.in Ph No. 022- 22171222, 9999743756 Email : sarin@bhel.in; sarin15june@gmail.com
2.	Site Location 1: Address Year of construction Number of building: Total Number of flats: Number of floor: Site Location 2: Address: Year of construction Number of building: Total Number of flats: Number of floor:	4, Sangeetkar N Dutta Marg, Shiv Nagar, D.N.Nagar, Andheri West, Mumbai, 400053 1976 One 20 (carpet area 557.03 sqft each) 5 (Ground + 4) Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089 1985 3 (Bldg. no 138, 139, 140 each having 20 flats) 60 (carpet area 248.32 sqft each) 5 (ground + 4)
3.	Due date & Time of submission of EMD	11.12.2020 (14.00 hrs)
4.	Date and time of opening of PQR Bid (Part I) of tender	11.12.2020 (15.30 hrs)
5.	Date and time of opening of (Technical) Part II	To be intimated later via E_tender portal
6.	Date and time of opening of (Price) Part III	To be intimated later via E_tender portal
7.	Value of works	% of Actual execution of work.
8.	The bids must reach following address	Tender box, 15 th Floor, BHEL, ROD , Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05

PRE-QUALIFICATION REQUIREMENT

The Qualifying Requirements for Bidder is as Follows:

S.No.	Qualifying Requirements	Documents required
1.0	Financial Criteria	
1.1	Bidder must have an average annual Financial turnover i.e (Income from Operations) not less than INR 1.2 Lakhs for the last 3 years. (i.e for Financial years 17-18, 18-19 & 19-20.	balance sheet/annual report Financial Annual Statement for last 3 years 17-18,18-19 & 19-20 duly certified by CA
1.2	Bidder must have Income Tax Permanent Account Number (PAN) and Goods & Service Tax Identification number (GSTIN) duly issued by respective tax authorities in India.	Self-certified Copy of PAN and GST Registration certificate.
2.	Technical Criteria	
2.1	Bidder must be registered with MCGM as structural consultant. He must submit the proof in support of it	Self-certified copy of valid licence/ registration certificate
2.2	Bidder must submit experience of having successfully executed “Project management consultancy for Structural repairs of residential building for project worth at least Rs. 1.5 Cr in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under. Bidder must submit work order/certificate from client and/or other document proving its experience. (a) Three contract of value not less than INR 1.6 Lakhs each or (b) Two contract of value not less than INR 2 Lakhs each or (c) One contract of value not less than INR 3.2 Lakhs	Self-certified Photocopy of contract(s) on bidder either as per sub-clause (a) or (b) or (c) along with relevant certificate from customer in respect of these Contracts. Bidder must provide contact details of the customer for whom they have provided services.
2.3	The Bidder should not have been banned/suspended for business dealing by BHEL/Government of India/any undertaking of Government of India and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances of Clause 2.3.
2.4	The Bidder should NOT have been referred to NCLT and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances of Clause 2.4
2.5	Must have office in Mumbai /Navi Mumbai /Thane	Self-certified copy of valid Bombay shop and establishment certificate/ Gumasta or other proof like electricity bill, water bill etc.
2.6	Must have at least one structural engineer and Architect having experience of 5 years	Self-certificate of the firm letter head with registration details and duly filled Annexure-4

Note:

1. The bidders must satisfy all the PQR conditions 1 to 3 (Section I) as stipulated above and submit necessary documents failing which the offers of the bidders shall be summarily rejected. The technical bid (Section VI) of only those bidders who qualify in the PQR bid (Section I), shall be opened.
2. The bidder has to ensure that the current contact details of customer are given in Annexure-3 for qualifying requirement 2.2. BHEL reserves the right for verifications of authenticity of details from contact details provided by bidders through email/Letter or telephonically. If there is no response from the bidder's customer, the bidder's offer will be rejected.
3. For each case of Work Experience filled in the format, self-attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who

has awarded the contract should be furnished. BHEL reserves the right to verify the authenticity of the document from the originator; hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy **verification wherever required."**

Documents to be enclosed by bidder in PQR bid

Following documents should be enclosed in the PQR bid preferably in the same order of sequence shown below. **Offers without the below requisite documents shall not be accepted for further evaluation.** BHEL reserves the right to call all original documents for verification.

1. EMD of Rs. **8000**. (EFT details for EMD to be given in separate page)
2. Duly filled Application form in Format as per Annexure-2.
3. A certificate in original from a firm of Chartered Accountants/Audited annual accounts /Annual Report confirming the Turn-over & Net worth along with Audited copy of Balance Sheet and Annual Report for three financial years and other details as required under PQR clause 1.1
4. Self-Certified Copy of the PAN & GSTIN registration as per PQR 1.2
5. MCGM Certificate of registration/ licence (Self-certified copy of valid registration certificate/licence to be uploaded in e_tender portal system).
6. Self-certified Contract copy details along with completion certificate as required under PQR 2.2 in required format as per Annexure-3.
7. A self-certification should be submitted by the bidder indicating compliances of Clause 2.3 & Clause 2.4
8. An authority letter indicating that the person signing the tender is the duly authorized by the company/firm
9. Duly filled and signed Format as per Annexure-4
10. Signed copy of NIT print out

Sign and Seal of the Bidder

SECTION II

SCOPE OF WORK

The scope of work would be as under:

Phase 1: Study and analyse of structural audit reports of both locations, visit to sites, Review the applicability w.r.t recommendations of report

1. Study the structural audit report of the buildings available with BHEL. Based on the findings/observations/Recommendations of the audit report, visually inspect the premises, carry out further studies including NDT tests, if any, required to gather additional information or to understand the structure completely, prepare detailed plan and estimate for the structural repair/waterproofing works to be carried out in the buildings and submit it to BHEL for approval. It may be noted that no separate payment shall be considered for conducting the tests if any. The PMC need to assess the building before quoting and include the cost, if any, towards the same while quoting consulting fee for the project. The estimate shall be prepared by following PWD/MCGM specifications. The non PWD/MCGM item, if any, in the estimate shall be supported with market rate analysis.
2. Taking BHEL's instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, according to the requirement of audit report's observations, preparing plans with alternative schemes, preparing presentation wherein the details of the scheme may be explained in detail before senior management of BHEL and any doubt that may arise therefrom may be clarified and changes, if any, suggested in the proposed design may be incorporated or deleted as found suitable, to meet the needs of BHEL, so as to enable BHEL to select the design and the scheme.
3. Submitting the drawings as approved by BHEL to the appropriate authorities and obtaining their approvals, wherever required. Any permission required to be obtained from MCGM/ /other local bodies/Service providers for carrying out the work shall be obtained by the PMC. The liaisoning charges towards the same shall be included while quoting PMC Fee for the project. However, any payment made to MCGM/ other Govt. bodies/ Govt. Service providers for obtaining permission shall be included in the price quoted.

Phase 2: Prepare tender document for engaging Contractor for implementation of recommendations

1. Prepare detailed plan and estimate for all the works to be carried out in buildings, arrive at the final project cost estimate with detailed specifications and rate analysis. Corrections, if any, as suggested by BHEL has to be incorporated.
2. Prepare detailed tender documents for all the **structural repairs, waterproofing, and other work (as mentioned in structural audit reports)** with detailed specifications, drawings, schedule of quantities, time and progress charts and any other material necessary for completing the tender documents and get the same approved by BHEL. Suitable time schedule shall be worked out mutually for the completion of the above work.

Phase 3: Selection of contractor

1. The selection of the contractors will be through the bidding as per BHEL Policy and procedures.

2. PMC shall prepare the draft Notice Inviting Tender (NIT), paper advertisement for NIT, and submit it to BHEL. PMC shall also suggest pre-qualification list of the contractors and make visits to the contractors' work site, prepare comparative statements and submit assessments and recommendations thereon, arrange pre-bid meeting of contractors in consultation and jointly with BHEL and prepare the minutes of pre-bid meeting and submit to BHEL for approval, assist BHEL to conduct negotiation with bidder wherever necessary and after BHEL's decision on the tender, preparing contract documents and get them executed by the contractor/s selected through proper tender process, after obtaining BHEL's approval for the contracts.
3. Prepare requisite number of copies (3) of the contract documents including all drawings, specifications and other particulars and such further details and drawings as are necessary, for use of BHEL, the contractors and the site engineers etc. for the proper execution of the work.

Phase 4: Execution of work

1. Take full responsibility for design for all works, for the quantity and quality of the materials used in the work and installations and ensure that the construction is according to the approved designs, drawings and specifications.
2. Take full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with BHEL and the contractors and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Architect or Civil Engineering having minimum 2 to 3 years' experience in similar type of works) as necessary to ensure proper and timely execution of the said works as per drawings and specifications. Bio-data of above technical staff shall be furnished to BHEL. Site Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day-to-day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in the design engineering and execution of various items of work as required. The technical staff will invariably report to the BHEL every day and keep the BHEL officers/ engineers involved updated. The PMC shall have to coordinate his work with the works of all other trades.
3. During the course of the execution of the project, taking measurements jointly with the contractor/contractor's representatives after completion of every stage of work, recording measurements and quantities in Measurement Books at the site, preparation of computerized soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to BHEL.
4. Prepare the rate analysis of extra / substitute items, if any, with respect to PWD Mumbai Schedule of Rates with due recommendations and submit it to BHEL for approval.
5. Verify the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a weeks' time of submission of bill by the contractor and submit to BHEL for sanction so that BHEL is able to make payments to the contractor within reasonable time.
6. Prepare detailed comparative statement of works carried out with respect to actual sanctioned / awarded quantities with remarks and recommendations to excess and savings of quantities and submit to BHEL along with certified RA Bills.

7. Review meetings will be held at BHEL/at site on a monthly basis in the presence of the PMC, contractor and a representative of BHEL and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the PMC and got it approved by BHEL. The changes as decided in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the PMC immediately after the review meeting.
8. PMC shall keep the photos before and after the work done, for record and submit to BHEL. The work executed along with the completed drawing will be jointly inspected along with the contractor, PMC and BHEL before settling the final bill.
9. Any other services incidental to or connected with the said works usually and normally rendered by PMC /contractor and not referred to in any of the items referred here:
 1. Giving technical inputs and consultancy for timely completion of the job
 2. Quality Assurance and Quality Control of materials as per IS
 3. Ensuring the work is as per the technical specification,
 4. Ensuring deployment of adequate number of required skilled manpower
 5. Coordinate with all concerned parties like contractor or, BHEL, MCGM/MHADA/ Other Government Agency, societies nearby , subcontractors and others
 6. Ensuring required permission/NOC from concerned Government Agency
 7. Maintaining and monitoring and reporting of work progress, progress review
 8. Monthly checking of Bar Chart (Schedule of Work) prepared by the contractor considering the scope of work.
 9. Ensuring the scheduled completion of work on time.
 10. Weekly/daily Visits of Senior Engineer / Project Manager etc to both sites.
 11. Quantity and Quality survey and measurement checking, pointing out defects/lapse if any
 12. Measurement and bills are to be verified by PMC and certified by BHEL representative.
 13. Maintain a Triplicate book for giving instructions to the contractor at site,
 14. Trouble shooting and give inputs to BHEL, Instructions given by PMC to contractors, must be in consultation of BHEL,

Phase 5 Submission of completion and fitness/Stability certificate to MCGM/MHADA

1. Provide completion and Stability/Fitness Certificate after completion of the work in all respect.
2. The PMC's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The PMC will plan the works in such a way that the project is completed within the scheduled time specified in the tender of the project.
3. PMC shall obtain and handover the Stability/Fitness certificate for each building to BHEL. After completion of job in all respect, PMC shall submit the completion certificate and building fitness/ stability certificate to proper local Govt. Agency (MCGM) under BHEL covering letter and receive due acknowledgment of MCGM.

Schedule for assignment.

Following time schedule shall be generally followed by the PMC for his important stages of consultancy assignment unless otherwise specified separately in the work order according to nature of the work: Stages of Assignment
Submission of Initial Scheme/estimates after the date of Work Order
Submission of Final scheme/detailed estimates
Submission of draft, draft tender document with BOQ and drawings
Submission of fair detailed estimation, tender document with BOQ and drawings
Scrutiny of Technical Bid of contractor, submission of scrutiny statement with recommendations

Scrutiny of Price Bid of contractor, submission of Comparative statement with recommendations
Submission of progress report of the project (fortnight)
Review meeting of the project with contractor, consultant and BHEL Officer at BHEL office/site (fortnight)

Slno	Particulars	Time Line (from date of issue of Work Order)
1	Phase 1 : Study and analyse of structural audit reports of both locations, visit to sites, Review the applicability writ recommendations of report	2 weeks
2	Phase 2 and 3 : Prepare tender document for engaging Contractor for implementation of recommendations Selection of contractor It also includes detailed plan and drawings	8 weeks
3	Phase 4 Execution of work	30 weeks
4	Phase 5 Submission of completion and fitness certificate to MCGM/MHADA	32 weeks

General:

- 1.0 Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.
- 2.0 Staff deployed must have expertise in civil work and they must be of good conduct and physically fit for the work. Bidder should be having required labour license. They must not having cough, cold, fever and /or pneumonia like symptoms. Bidder must provide mask, gloves and other necessary PPE to labour's. Bidder must ensure social distancing norms as work place.
- 3.0 For any accident happened during execution of the job, the BHEL shall not be liable to bear any expense in this regard. Bidder must take liability of the same.
- 4.0 The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BHEL / Govt. of India/ any State/or any Union Territory.
- 5.0 The PMCs association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The PMC will plan the works in such a way that the project is completed within the scheduled time specified in the tender of the project.
- 6.0 Guarantee: The PMC shall guarantee the work under the scope of contract for a period of 12 months from date of start and shall rectify free of cost all defect due to faulty supply or work done, if any
- 7.0 Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
- 8.0 The Bidder must obtain for himself on his responsibility and at his own expense all the information which may be necessary for the purpose of making tender for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

SECTION III INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal for PQR (Part I); Techno-commercial bid (Part II) and Price bid (Part III).
2. The bidder while submitting the offer should consider the most safe, economical and reliable execution to be adopted for completion of work.
3. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpocure.com>.
4. In case of any difficulty in operating the E-Tendering System, please call up E-procurement agency as given in General information table or BHEL representative as given in General information table. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.
5. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of technically qualified bidders.
6. DSC requirement for Participation in the Tender through eProcurement : The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below:

Sr No	Certifying Authority	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

The bidders/vendors who are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement agency website as given in the General Information table. For registration assistance, users may please contact the e-Procurement agency between 9.30 am till 5.30 pm.

7. The offers shall be kept valid for a period of 3 **months** from the date of opening of the tender or any extension thereof.
8. Successful bidder shall submit 5% of the total contract value as security deposit within **seven working days** of issue of LOA for the contract.
9. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. BHEL also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
10. The offers shall be submitted on E-portal as follows and fax offers will be rejected.
11. All cost incurred in connection with submission of bids like preparation, submissions, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. BHEL will not be responsible/ liable for the same regardless of the outcome of the tendering process
12. The decision of BHEL in regard to interpretation of the Terms & Conditions of the tender shall be final and binding on the Agency.

(A) Pre Qualification Bid (Part-I) (To be submitted online on E-portal on or before due date)

PQR Bid comprises of followings:

1. All documents mentioned/required as per in Section-I i.e Pre-Qualification Requirement for bidders.(Refer pg. 4)
2. EFT/BG details for EMD of Rs 8000/- (Rupees Twenty thousands) in BHEL account. Offers without requisite EFT/BG details will be rejected.
3. Payment of EMD of **Rs 8000/-** shall be done through RTGS/NEFT/BG mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender so that the amount is credited to BHEL Account before the due date and time of the tender.

Name : BHARAT HEAVY ELECTRICALS LTD BANK : CITIBANK, FORT BRANCH

ACCOUNT NO : 0008279012

IFSC CODE : CITI0100000

MICR CODE : 400037002

4. UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.

(B) Technical Bid (Part-II) (To be submitted online on E-portal only)

Technical bids of only those bidders will be opened/decrypted on online portal who qualify in PQR (Part I)

Technical bid comprises of followings:

1. Entire tender document along with blank price bid without disclosing price but mentioning only "quoted" duly signed and stamped on each page scanned and uploaded on e-portal.
2. Compliance letter on letter head (Section VIII) duly signed and stamped scanned and uploaded on e-portal
3. Techno commercial bid in excel format available on e-portal/downloaded from e-portal digitally signed and uploaded on e-portal (Section VI).

All the above mentioned documents duly signed, stamped and scanned copy shall be uploaded on E-procurement portal while submitting online bids.

(C) Price Bid (Part –III)

Price bids of only those bidders will be opened / decrypted on online portal who qualify in PQR (Part I) & Technical Bid (Part II).

Price bid comprises of followings

1. Carefully filled Prices as per the format in this tender document (Section VII) in excel form digitally signed and uploaded on E-procurement portal. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail.
2. The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of technically qualified bidders.

Tenders complete in all respects shall be submitted on online e-procurement portal on or before due date.

EVALUATION CRITERIA:

- a. Bidder shall quote fees in term of percentage (%) of project cost only in prescribed format of Price Bid. All break-up schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages. Fees quoted above shall be considered for evaluation & awarding. Techno commercially qualified bidder who quotes lowest will be called for award.

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:**
If the Bidder fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (3) All invoices / documents/receipts/ reports/photos must be in English. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.
- (4) Bidders must go through Guidelines for suspension of business dealings & Guidelines for Reverse auction. Guidelines for suspension of business dealings with suppliers/Bidders & Guidelines for Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (5) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”
- (6) **Following documents will be required at various stages of payment as follows in triplicate:**
 - i. Measurement Sheets copies of the work carried out.
 - ii. GST Bill/invoice of contractor executing the structural repair works.
 - iii. Corresponding GST Bill/invoice of PMC.
 - iv. Certificate of PMC that the work has been carried out by project contractor satisfactorily.
 - v. Final Completion certificate and fitness/stability certificate at the time of final payment.
 - vi. Material test report, if applicable
 - vii. Project Material inward and outward details with supporting LR
- (7) **PAYMENT TERMS**

No Advance payment will be made. All the payments shall be released in INR in line with the prices finalized in the Contract.

- (a) 100% Payment of relevant schedule of Price bid schedule including GST on 100% invoice value will be paid after receipt of
 - (i) Deduction of applicable penalty, if any, as per contract terms & conditions along with applicable GST on penalty.
 - (ii) Receipt of following supporting documents with GST compliant Invoice in **triplicate** as per slno 6 above

Payment will be released within 30 days of submission of clear documents duly verified and certified by BHEL. Payment will be through electronic transfer (RTGS/NEFT) directly to your bank after adjusting security deposit, if any.

- A. The Payment would be made based on actual work completed by bidder and certified by BHEL representative.

- B. Pakka bill with GST number is must. The bill should be in name of BHEL bearing GST No. 27AAACB4146P1ZF. The GST no of PMC should also be written on the bill. The GST amount would be released once it is reflected on GST portal.
- C. Payment will be made online through NEFT/RTGS to PMC's bank account within 30 days of submission of bill and its verification. Successful bidder must give bank details for NEFT/RTGS in prescribed format.
- D. **Total fees for PMC will be calculated as under**
Fee quoted in price bid by PMC—Suppose it is A%
Total award value to work executing contractor (after phase3) is suppose Rs. B
Then Total fee of PMC say it is C then it will be calculated as $C = A\% \times B$
This amount C will be paid in project phases as per table below shown in para E
- E. The fees shall be paid proportionately upon completion of each stage of work as indicated below. The total fee, however, will be calculated and finally settled on actual cost of works including extra/substitute items.

In case the project is cancelled/withdrawn (because of any reason or circumstances) before award of work order, no amount will be paid. After ward of work, payment schedule will be as under

S/no	Particulars	Value in term of % of C
1	Phase 1 Study and analyse of structural audit reports of both locations, visit to sites, Review the applicability writ recommendations of report	Nil
2	Phase 2 and 3 Prepare tender document for engaging Contractor for implementation of recommendations including Selection of contractor. It also includes detailed plans and drawings specifications	15%
3	Phase 4 Execution of work (say Z). Payment in this phase will be as per milestones decided in the order placed on the executing contractor as per running account bill.	70%
4	Phase 5 Submission of completion and fitness certificate to MCGM/Local Govt. Bodies	15%

For phase 4, the payment would be released to PMC on prorata basis with respect to certified contractor's running bill. The phase 4 value= $Z = (\text{value of certified running account bill} \times A) \times 70\%$.

1. **Liquidated damages**

In case of delay of the work, the bidder shall pay liquidated damages to BHEL at the rate 0.5% of contract value per week or part thereof. The total amount of liquidated damages shall not exceed the 10% of Contract Value. BHEL may deduct liquidated damages from payments due to the PMC. Payment of liquidated damages does not affect the PMC's liabilities.

SECTION V

GENERAL TERMS AND CONDITIONS

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

1. Definitions:
 - i. "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
 - ii. "CONTRACTOR" shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns.
 - iii. "SITE" shall mean the place or places, Project store or any other place/location, as specified in the contract, at which the Work is to be delivered and services are to be performed as per the specifications prescribed in the contract
 - iv. The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
 - v. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
 - vi. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
 - vii. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed are instructed by BHEL.
 - viii. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
 - ix. "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
 - x. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
 - xi. SITE: Sites as mentioned in General information table.

2.0 ISSUE OF NOTICE:

The Bidder shall furnish the name, designation and addresses of his authorized official/executive/ office. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized

agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).

3.0 COMMENCEMENT OF WORK:

The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4.0 DISCREPANCY AND CONTRADICTION

- a. The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- b. In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5.0 INVOICES AND PAYMENTS

- a. No advance will be paid. The actual payment to be made to bidder will based on verification and recommendation by BHEL representative. Payment would be made based on actual work completed by bidder and certified by BHEL representative.
- b. Pakka bill with GST number is must. The bill should be in name of **Bharat Heavy Electricals Limited** bearing GST No. 27AAACB4146P1ZF. The GST No. of PMC should also be written on the bill. The tax invoice should be GST compliant. The GST amount would be released once it is reflected on GST portal.
- c. Payment will be made online through NEFT/RTGS to contractor bank account within 30 days of submission of bill and its verification. Successful bidder must give bank details for NEFT/RTGS in prescribed format.
- d. The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- e. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- f. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- g. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- h. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- i. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- j. In case of LD recovery the applicable GST shall be also be recoverable from the bidder.

- k. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- l. Bid Validity: The bid shall be valid and open for the acceptance of the Competent Authority of BHEL for a period of 3 months from the date of opening of the tenders and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder shall be entertained. The contract term including rate quoted by bidder shall be valid and firm till completion of entire job in all respect

6.0 Taxes & Duties

- a. All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable are included in the quoted price. GST & applicable Cess, if any, will be payable extra as enumerated in Payment terms.
- b. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- c. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- d. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- e. Any new taxes during the execution including extension of contract, if any, shall have to be borne by the bidder. Quoted/accepted rates/ price shall be inclusive of all such requirements.

7.0 RISK PURCHASE:

- a. BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation.
- b. If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- c. To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- d. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

8.0 OBSERVANCE OF LOCAL LAWS :

- a. The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract..
- b. The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.
- c. The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

9.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- a. All statutory safety rules, codes at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- b. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- c. The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- d. The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

10.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- a. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- b. If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- c. The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- d. Force Majeure conditions will apply on both sides.

11.0 PREVENTION OF CORRUPTION:

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

- b. BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

12.0 SETTLEMENT OF DISPUTE

- a. Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- b. Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- c. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

13.0 ARBITRATION

- a. 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 or 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 writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- b. The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- c. Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- d. The cost of arbitration shall be borne as per the award of the Arbitrator.
- e. Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed 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.
- g. **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law

Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

14.0 LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

15.0 REQUIREMENTS OF PERFORMANCE.

- a. All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- b. The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- c. The Bidder shall take all due care for protecting the material from rains and be responsible for their safe and sound condition during his possession. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo.
- d. All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- e. Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- f. The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- g. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

16.0 INDEMNITY:

The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

17.0 SECURITY DEPOSIT

- a. Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- b. Security deposit may be made in any of the following ways:
 - i. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
 - ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.

- iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- iv. Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL).
- v. 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
- c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- d. The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against above clause will be subject to hypothecation or endorsement on the documents in favor 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). Securities / BG's shall be released after Three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.
- e. BHEL reserves the right of forfeiture of Security Deposit in case of non-satisfactory outcome of the jobs
- f. **RETURN OF SECURITY DEPOSIT:** If the bidder duly performs and completes the work in all respects to the entire satisfaction of BHEL, Security Deposit will be released to the contractor after 6 months of job completion. No interest shall be payable by BHEL on Security Deposit or on any money due to the bidder.

18.0 EARNEST MONEY DEPOSIT:

- a. The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
- b. Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL
- c. *Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH*
- d. *ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002*
- e. EMD of the Bidder will be forfeited if:
- f. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- g. The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- h. If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- i. EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- j. EMD of successful bidder will be adjusted towards part of the security deposit.

- k. EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- l. EMD shall not carry any interest.
- m. In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 2.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

19.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 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 23.1 and 23.2 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.

20.0 REVERSE AUCTION:

- a. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- b. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- c. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- d. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

21.0 BHEL FRAUD PREVENTION POLICY:

- a. Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ 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 or suspected fraud as soon as it comes to their notice.

- b. Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- c. BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

2. CANCELLATION OF THE CONTRACT:

- a. BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated Violation/ contravention of any of the terms and conditions mentioned herein, assigns or sub-contract of services. BHEL shall have the right to forfeit the security deposit for poor performance of Bidder leading to cancellation of contract.
- b. If the Bidder fails improve the performance of the services in spite of instructions or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- c. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

3. Integrity commitment, performance of the contract and punitive action thereof:

- a. Commitment by BHEL:
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- b. Commitment by Bidder/ Supplier/ contractor:
The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - i. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - ii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
 - iii. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action

may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

4. **MSME suppliers:** The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman
 - ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii. In case of private limited companies, at least 51% shall be held by Women Promoters.
- (Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyoug Aadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

In case any improper / lack of documents is there, bidder/vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Such Micro/Small Enterprises registered bidder/vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: bidder/vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

If more than one valid MSE supplier stands with in range of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (for MSE vendors).

Further updates or any changes, will according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

For MSE vendors getting award-

In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhar No (UAN) supported by CA certificate of last financial year. Scanned copy is not acceptable for MSE consideration.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

Note: vendor need to go through Special conditions tender also for any special instruction & deviation from above.)

5. LICENSE/ PERMISSION/ REGISTRATION:

- a. Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. No claim or compensation for reimbursements, made against BHEL by Bidder or his associate, agents shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- b. In case of Risk Purchase is enforced, The Bidder will hand over all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- c. It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and construction and allied activities. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- d. The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified.
- e. The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

9.0 TIME LIMIT FOR SUBMISSION OF BILLS

- a. The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- b. No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not

received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- c. However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

10.0 **E- PROCUREMENT:**

10.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.

10.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider(as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

11.0 **PROGRESS REPORTING**

- a. The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- b. The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- c. Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- d. Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- e. During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- f. Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in USB hard disk (as per requirement) and handed over to BHEL on monthly basis.
- g. The bidder shall be bound to report progresses through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.

12.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**

- a. Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

- b. Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- c. Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

13.0 VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office POSITIVELY as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for proper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Company.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Company in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.

14.0 The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. There should be no case (pending and/or convicted) with the Court of Law against the proprietor /Firm/Partner or the Company.

15.0 The works to be performed in the above construction includes execution of the work including providing of all labour, supervision, materials, power, fuel, construction equipment, tools and plants, supplies, transportation, all incidental items necessary for successful completion of the work including contractor's supervision and in strict accordance with the safety norms and labour laws.

16.0 Well trained worker/manpower shall be deployed by contractor for these jobs.

17.0 The contractor will make his own arrangements for electricity / water required for construction. Nothing shall be paid on this account.

18.0 The contractor will arrange for temporary stores at the site of work at his own cost. BHEL does not bear responsibility for Safety of contractor's items at working location.

19.0 Good standard of services shall be maintained as indicated.

20.0 Under no circumstances bidder is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

SECTION-VI
TECHNO-COMMERCIAL BID (RE/MUM/HRD/TF-2001)

	Description	Remarks
1.	The work involves presence of representative 24 hrs and spread over 6-9 Months at Project site. Bidder has to ensure presence of representative.	Agreed
2.	Tender Documents: Entire tender document & amendments if any including forwarding letter of the tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be uploaded on E_tender portal.	Enclosed
3.	Compliance Letter: The compliance letter duly signed and stamped on letter head as per section VIII.	Enclosed
4.	Liquidated damages: In case of delay of the work, the bidder shall pay liquidated damages to BHEL at the rate 5% of contract value per week. The total amount of liquidated damages shall not exceed the 10% of Contract Value. BHEL may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities Bidder shall be responsible to expedite the project from the appointed contractor for execution of Job at site	Agreed
5.	PAYMENT TERMS: As Specified in Special and General terms &Conditions	Agreed
6.	INDEMNITY: Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
7.	ARBITRATION: As Specified in General Terms & Conditions.	Agreed
8.	FORCE MAJEURE: As specified in the General Term & condition.	Agreed
9.	VALIDITY: As specified in the General Term & condition.	Agreed
10.	SURVEY: Detailed survey will be conducted before start of work	Agreed
11.	CANCELLATION OF THE CONTRACT: As specified in the General Term & condition.	Agreed
12.	TAXES: Consultancy Fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions including all taxes. Only GST will payable extra as applicable	Agreed
13.	GOVT.RULES & REGULATIONS: BIDDER to abide by all the rules and regulations related to road/Vessel/ transportation, traffic, police, customs etc.	Agreed
14.	RISK PURCHASE: In the event of failure of Bidder to lift the consignment offered to them, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the Bidder. Bidder shall ensure that the vehicle/vessel is placed as and when requisitioned.	Agreed
15.	RA will be conducted on the Total Price received in the price bid.	Agreed
16.	The order will be placed only one party due operational exigency/ efficiency.	Agreed

Seal of the Company

Signature & Contractor

& Date

SECTION VII

PRICE BID (RE/MUM/HRD/TF-2001)

Quotation for tender for **selection of Project Management Consultant (PMC) for structural repairs, waterproofing, and other work (as mentioned in structural audit reports) in BHEL staff quarter buildings in DN Nagar and Tilak Nagar Mumbai (location 1 and 2)**

Location 1: 4, Sangeetkar N Dutta Marg, D.N.Nagar, Andheri(W), Mumbai, 400053

Number of building: One

Location 2: Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089

Number of building: 3 (Building no 138, 139, 140)

Sn.	Description	fees to be quoted by the PMC as percentage (%) of project cost (Write % in figures and in words)
1	Planning, estimation, preparing tender specifications and float tender for the work, finalise contractor for the work, supervise the work on day-to-day basis, prepare joint measurements of the items of work, and certify the RA/final bills of the contractors etc. as mentioned in the scope of work mentioned in following phases as per scope of work: Phase 1 : Study and analyse of structural audit reports of both locations, visit to sites, Review the applicability writ recommendations of report Phase 2 and 3 : Prepare tender document for engaging Contractor for implementation of recommendations Selection of contractor Phase 4 : Execution of work Phase 5 : Submission of completion and fitness certificate to MCGM/MHADA	Figure: Quoted separately Words: Quoted separately

Note: The price should be quoted strictly as per above format considering all the following:

- The project cost shall vary depending on the price received in the separate tender to be finalised in later stages or actual execution of work after placement of order on the contractor for doing the execution, whichever is lower.
- The above price /Consultancy Fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions including all taxes. GST will be payable extra as applicable.
- The rate quoted by PMC shall be firm till completion of entire as per tender document.
- Bidder shall quote fees in term of percentage (%) of project cost only. All break-up schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages. Fees quoted above shall be considered for evaluation & awarding. Techno commercially qualified bidder who quotes lowest will be called for award.
- Payment shall be made for the actual amount of work executed for scope of work.
- Any item as per scope of work, if not included in the price bid and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
- Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.

We have quoted price bid is same format and it is enclosed in envelope 2 with sign and stamp

Sign and Name of Representative of Agency:

Date:

Stamp and Designation:

Mobile/phone number:

Name and Address of the Agency:

SECTION -VIII
Letter of compliance (Company's Letter Head)

Ref No: RE/MUM/HRD/TF-2001

Date:

To,

M/s Bharat Heavy Electricals Limited,
14/15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Letter of compliance for tender RE/MUM/HRD/TF-2001

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions. In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We hereby declare and confirm that we have visited the both sites at DN nagar Township and Tilak Nagar Township and acquired full knowledge and information about the site condition.

We are aware and now conversant with local site conditions / Route feasibility to site/Local social issues/Local labour issues/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

We state that there is availability of adequate experienced trained manpower for deployment for the job mentioned in the NIT

We state that none of our officials is related to board member or employees of BHEL.

We state that there is no legal case/litigation in any court of law is pending/convicted/initiated against us.

We state that we will follow all local laws / acts / rules prevailing during execution of job and indemnify BHEL from any mishap / claims while undertaking the work.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

Thanking you,

Yours faithfully,

Name/Signature of the signatory. And Stamp.

Section - IX Abbreviations used

1. PMC : Project Management Consultant
2. w.r.t : With respect to
3. BHEL: Bharat Heavy Electricals Limited
4. ROD: Regional Operations Division
5. MCGM: **Municipal Corporation of Greater Mumbai**
6. MHADA: Maharashtra Housing and Area Development Authority
7. PWD: Public works Department
8. NIT: Notice Inviting Tender
9. WTC: World Trade Centre
10. CA : Chartered Accountant
11. PAN: Permanent Account Number
12. GSTIN: Goods & Service Tax Identification number
13. NCLT: National Company Law Tribunal
14. IRP : Interim Resolution Professional
15. PQR: Pre-Qualification requirement
16. BOQ: Bill of Quantities
17. PPE: *Personal Protective* Equipment
18. DSC: Digital Signature Certificate
19. LOA: Letter of Award
20. PSE : Public Sector Enterprise
21. GM : General Manager
22. DSC - Digital Signature Certificate)
23. BG – Bank Guarantee
24. LOA- Letter of Award
25. GMI- General Manager- Incharge
26. TDS – Tax Deduction at source
27. FDR – Fixed deposit Receipt
28. RA – Reverse Auction
29. MSME – Ministry of Small and Medium Enterprises
30. NSIC – National Small Industries Corporation
31. RC – Registration Certificate
32. NOC – No Objection certificate
33. DD – Demand Draft
34. IPC /PC – Indian Penal Code / Prevention of Corruption
35. MSE - Micro/Small Enterprise
36. OHSAS – Occupational Health and Safety Assessment Series
37. HSE – Health Safety and Environment
38. IFSC – India Financial system Code
39. MICR – Magnetic Ink Character Recognition.
40. EFT – Electronic Fund Transfer
41. PSU – Public sector undertaking
42. EMD: Earnest Money Deposit
43. USB:
44. Ph- Phone
45. MO - Mobile

(On company Letter Head)

(Refer clause 8b of the application form)

Information of Bank Account of Company	Document to be submitted
The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted: 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City / Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch	Information of Bank Account of the Company duly endorsed by the Bank

Signe of Authorized Signatory

Date:

Stamp & Seal

Application Form of Bidder

(To be enclosed in Qualification bid)

1. i. Name & address of the Company :
- ii. Year of Establishment of Company :
2. Type of Ownership :
Proprietary or Partnership or Private Limited
or Public Limited or any other (specify).
3. Valid Registration Certificate from the :
MCGM,
MHADA
(Provide registration no. &
Self-certified Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Self-certified Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms. :
(Self-certified Copy to be enclosed)
6. Information on Party's Offices in Mumbai
 - 6.1 Office address :
Telephone No / Mobile No. :
Name of contact persons :
Email IDs :
 - 6.2 Office is owned or rented :

7. FINANCIAL DETAILS: The Financial Data for latest 3 years to be certified by the **Chartered Accountant** on his letterhead

Sn	Description	2017-2018	2018-2019	2019-20
7.1	Total Turn Over of Company in Rs Lakhs			
7.2	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves			
7.3	Net Profit in Rs Lakhs			
7.4	Current Ratio=(Current Assets/ Current Liabilities)			

8. Company details

- a. PAN:

- b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed Annexure-1)

- c. GST Registration Number:

9. Organizational Information:

- a. Directors/Partners if related to any BHEL employee
 - Name:
 - Staff No.:
 - Designation:
 - Department:
 - Relationship:
- b. If any ex-BHEL personnel is employed by the party, mention his/her Details of last posting
 - Name:
 - Staff No.:
 - Designation:
 - Department:
 - Relationship:
- c. Perception of party's chief executive about BHEL:
 - (i) Chief executive's opinion about dealing with BHEL
 - (ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.
 - (iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)

10. Details of CEO/ Proprietor:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

11. Details of authorized signatory:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

12. Details of Directors in case of Private Ltd; One person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company.(If more than one Director attach separate sheet for each director)

- a. Name:
- b. Gender

- c. % of Share of Ownership
- d. % share in case women partners/ promoters
- e. SC/ST(Yes or No)
- f. PAN
- g. Aadhar No
- h. Email
- i. Tel No:
- j. Mobile

13. Whether Company is Micro/Small Enterprise (MSE) Category (Attach relevant documents) **Yes / No**
14. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST **Yes/No**
15. If Company is Micro/Small Enterprise (MSE) Category whether owned by Women **Yes/No**
- a. If yes Percentage share of Women promoter/s / Partner/s :
16. Whether the party is fully conversant with labour/ workers (safety, health & welfare) regulations and Act / Labourer's Act / Child Labour Act / MCGM / Mhada procedures and all other relevant Acts, Rules and Regulations of Maharashtra State in course of their activities and whether they are being fully complied with. Also all handling equipment's are complying as per HSE compliance /OHSAS compliance. **Yes / No**
17. Any other information brochure/document that bidder wants to share

I/We give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Note:

1. The above application should be furnished in prescribed format only.
2. The documents can be downloaded from BHEL Website : www.bhel.com
3. The filled up application has to be submitted along with the supporting documents, on or before the due date and Time.
4. All pages of the tender along with the attached documents has to be signed by authorized signatory along with his stamp and seal of the organization.
5. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
Govt. Of India U/T / State Govt. U/t	Person holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Proprietorship	Proprietor	-
Partnership	The Partner holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Limited Company	Persons holding Power of attorney	The power of attorney in original to be uploaded in the e_portal system.

ANNEXURE 3

Details of work order/contract shall be given in support of the above as per below format

Sl No	Full Postal Address of Customer and Officer in charge with phone number	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion
1						

Note : For each case of Work Experience filled in the format , self-attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be furnished. BHEL reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required."

ANNEXURE 4**List of Personnel with Details about their Technical Qualifications, Experience, etc.**

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing more than Rs..... lakhs	Date from which employed in your organisation	Remarks

Signature of the applicant

Note :- Indicate other points, if any, to show your technical and managerial competency to emphasize.

SECTION VII

PRICE BID (RE/MUM/HRD/TF-2001)

Quotation for tender for **selection of Project Management Consultant (PMC) for structural repairs, waterproofing, and other work (as mentioned in structural audit reports) in BHEL staff quarter buildings in DN Nagar and Tilak Nagar Mumbai (location 1 and 2)**

Location 1: 4, Sangeetkar N Dutta Marg, D.N.Nagar, Andheri(W), Mumbai, 400053

Number of building: One

Location 2: Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, 400089

Number of building: 3 (Building no 138, 139, 140)

Sn.	Description	fees to be quoted by the PMC as percentage (%) of project cost (Write % in figures and in words)
1	Planning, estimation, preparing tender specifications and float tender for the work, finalise contractor for the work, supervise the work on day-to-day basis, prepare joint measurements of the items of work, and certify the RA/final bills of the contractors etc. as mentioned in the scope of work mentioned in following phases as per scope of work: Phase 1 : Study and analyse of structural audit reports of both locations, visit to sites, Review the applicability writ recommendations of report Phase 2 and 3 : Prepare tender document for engaging Contractor for implementation of recommendations Selection of contractor Phase 4 : Execution of work Phase 5 : Submission of completion and fitness certificate to MCGM/MHADA	In figure: _____ In words: _____ _____ _____

Note: We have quoted above fees after reading and understanding the all scope of work, term and conditions applicable to this tender.

Sign and Name of Representative of Agency:

Date:

Stamp and Designation:

Mobile/phone number:

Name and Address of the Agency: