

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/251
REF. DATE	29/12/2016
DUE DATE	20/01/2017

To,
Open Tender

Dear Madam/Sir,

Subject: Repair and Modification of Roof of MPL Block in BHEL, PS-PEM, Noida

Quotations are Invited in two parts in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organization submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room, BHEL, PS-PEM, Noida before 11:30 A.M. on or before the above mentioned Due Date.

SCOPE:

For Scope of work/services refer Annexure-I enclosed with NIT.

PAYMENT TERMS:

The payment shall be made after completion of entire work. Single invoice shall be submitted in triplicate in conformation with the measurement books after completion of work, along with specified documents to HR-GAX Department of BHEL/PS-PEM, PPEI Building, NOIDA and the payment will generally be made within 30 days after receipt of bill correct in all respects, measurements and verification by BHEL engineers for satisfactory completion of the work. Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting taxes (like Work contract tax, TDS, sale taxes, service taxes, etc.). Details of your bank account for the same shall be submitted by you. Also, no interest shall be paid due to delay in making the payment. Service Tax should be shown separately in the rates quoted. The same will be paid / remitted in accordance with the provisions of Reverse Tax Mechanism of Service Tax as applicable.

DELIVERY PERIOD:

The bidder should start the work within 7 days from the date of work order & completion of all the works within 45 days including holidays from the date of start of work. On delay penalty will be levied as per penalty clause.

PENALTY CLAUSE: as mentioned in Annexure-III enclosed with NIT.

EVALUATION: will be done on the Grand total cost (all inclusive) to BHEL quoted by the bidder (Refer price format Annexure-IV).

EMD: Each Tenderer have to submit an EMD of Rs. 16600/- (Rupees sixteen thousand six hundred only) for the above job / services in the form of Pay Order or Demand Draft only in favour of BHEL, with the techno-commercial (Part-I) bid. Also bidders required to submit the bank details along with a cancelled cheque for NEFT/RTGS details.

SECURITY DEPOSIT: The contractor shall have to deposit an amount @ 5% of contract value as "Security deposit" to BHEL before the start of work in the form of Pay order / Demand Draft / Local Cheque / Bank guarantee in BHEL's format from scheduled banks / Fixed Deposit Receipt issued by Scheduled Banks (refer cl. 7 of commercial terms & conditions for the tender).

VALIDITY OF RATES: Once the contract is awarded, the quoted rate shall remain firm for the entire contract period & will not vary on any account whatsoever be the reason.

Enclosures: i) Enquiry Letter (this letter itself)
ii) Tender Document (18 pages)

Thanking You,

Yours faithfully,
For and on behalf of BHEL
29/12/2016

N C Sharma/ Sr. Engr.
Narain Sharma
वरिष्ठ अभियंता (एम.एम.) / Sr. Engineer (M.M.)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, Noida
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Noida
Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort

Technical Terms & Conditions

Annexure-I

1) SCOPE OF WORK

The scope of work covers supply & execution of permanently colour coated Galvanised MS troughed metal sheet roofing by dismantling the old existing asbestos sheet roof on MPL Block in BHEL, PS-PEM, at plot no.25, sector 16A, Noida.

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

- a) Removing of existing asbestos sheet roofing of MPL Block of BHEL, PS-PEM.
- b) Supply, cutting & fabrication and erection of new permanently colour coated Galvanised MS troughed metal sheet for covering to roof.
- c) Providing and fixing of ridges and gutters with pre-coated galvanised steel sheet on both sides of shed in existing RCC Gutters.
- d) Disposal of all debris generated in all type of dismantling and demolishing within BHEL-PPEI office boundary wall limit.


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

2) EXECUTION

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

2.1. DEMOLISHING / DISMANTLING

The demolition/ dismantling shall always be well planned before hand and the operations shall be got approved from the Engineer-in-Charge before starting the work. Due care shall be taken to maintain the safety measures prescribed in IS 4130. Necessary temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided to ensure the safety of the adjoining work or property before demolishing/ dismantling is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Necessary precautions shall be taken to keep noise and dust nuisance



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to the minimum. All work needs to be done under the direction of Engineer-in-Charge. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Engineer-in-Charge. The demolition/ dismantling work shall be proceeded in such a way that it causes the least damage and nuisance to the adjoining building and the public. Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry etc. shall be carefully removed first. Chisels and cutters may be used carefully as directed. All materials obtained from dismantling or demolition shall be the property of BHEL and stacked/ disposed off as directed by the Engineer-in-Charge. The demolished/ dismantled debris/materials shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly disposed/ stacked as directed by the Engineer-in-Charge. The contractor shall maintain/disconnect existing services, whether temporary or permanent, where required by the Engineer-in-Charge. Water may be used to reduce dust suppression while demolishing work.

The exposed area of roof's sheet after dismantling /demolishing of existing roof's sheets is prone to ingress of water due to rain/ water pipe leakage/ over flow of water tank which can severely disrupt the office works in the floor below and can damage the office equipment. So, ample tent/ canopy type materials such as tarpoline, scaffolding pipes and clamps materials etc. shall be arranged at site and skilled manpower shall be kept at site round the clock to erect tarpoline covering over exposed roof in emergency situation of rain down pour. The contractor shall keep provision for this while quoting the rates and no extra shall be paid to the contractor on this account. If the contractor is found not complying with this requirement, the same shall be arranged by BHEL at contractor's risk & cost.

At a time, dismantling /demolishing in roof not more than 250 sqm of roof area (subject to review by Engineer in charge as per contractor's resources & weather condition) shall be undertaken. Once the providing and fixing of corrugated profiled permanently color coated galvanised MS troughed metal sheet roofing has been completed in the dismantled/ demolished/ exposed area of roof, clearance shall be obtained by the contractor from the Engineering in Charge to proceed for next area of dismantling /demolishing of existing roof's sheet. This sequence shall continue so on. Bidder to note this sequence of working while quoting the rates and nothing extra shall be payable on this account.

2.2. Installation of Corrugated Roof sheet

All materials shall be stored by the Contractor in proper way to prevent all damage. The workmanship shall be according to best construction practice to give a watertight finish to the satisfaction of the Engineer.

Side laps shall be 2 corrugations for roof. End laps shall be minimum 150 mm for roof sheeting. In ridges and hips where plain sheets are used, the end laps shall be minimum 100 mm. Holes in corrugated metal sheets shall preferably be made on the ground. The sheets should be placed on purlins/trestles and holes punched in the ridge of the corrugation from the outside inward for obtaining proper seating of limpet washers. Sheets shall be secured to sheet framing by 8 mm dia. galvanised iron hooks or J-bolts. The length of the hook or J-bolts shall be to suit the sections of the bearers.



3) ACCEPTANCE CRITERIA AND GUARANTEE

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

- a) Side and end laps
- b) Absence of cracks, holes or damages in sheet
- c) Spacing of bolts
- d) Provision of washers
- e) Proper installation of flashing.

The surface level shall be such as to allow quick draining of rains without leaking anywhere. Joints should be sealed properly.

The guarantee shall be for materials and workmanship as under:

For Galvanised MS troughed Roof sheeting work: 2(two) years from the date of completion as per certificate issued by owner.

The mode of execution of the guarantee shall be such, which shall be acceptable to the Owner.

4) RATES AND MEASUREMENT

a) Rates

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

No extra shall be paid for making approaches, finishing around opening, sleeves, pipes etc.

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

b) Measurement

Sheeting work in roof shall be measured in Sqm for net area of the work done. Profiled sheeting shall be measured flat and not girthed. Opening less than 0.50 Sqm shall not be deducted. No extra shall be paid for cutting, wastage, laps etc. in sheeting works.

5) Variation in quantity/item:

The quantities mentioned in the schedule of quantities are based on estimate and are meant to be indicating the extent of work and to provide a uniform basis of tendering and any variation shall not vitiate the contract.

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

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



Pre-Qualifying Requirement (PQR):

Annexure-II

A. Technical

01. Bidders having experience of successfully executed job contract of similar works* during last 7 years ending on 31.12.2016 should be either of the following :-

a) Three similar completed jobs / services costing not less than the amount equal to Rs.3.3 Lakhs.

Or

b) Two similar completed jobs / services costing not less than the amount equal to Rs. 4.2 Lakhs.

Or

c) One similar completed jobs / services costing not less than the amount equal to Rs. 6.6 Lakhs.

(*Similar work means: Metal Sheet roofing work)

02. Bidder should have a minimum experience of three years as on 31/12/2016 in similar works. Work Order along with the copy of successfully/satisfactorily completion of work clearly mentioning the work order details, to be attached as a proof of successful completion of similar work. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the documents of the clients. In case the bidder has done work earlier with BHEL, then only copy of work order should be submitted.

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B. Financial

01. Bidder must have Average Annual financial turnover during the last 3 years, ending on 31st March 2016, should be at least Rs. 2.5 lakhs.

Note:

i) In case the adopted accounting year is other than financial year then previous year to be considered accordingly.

ii) The bidder shall provide the complete set of accounts (balance sheet, profit Loss A/C etc.) for last 3 years duly signed & stamped by auditors.

C. Commercial

01. **EMD of Rs 16600/-** in the form of Pay Order or Demand Draft or Electronic Fund Transfer in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.
02. Bidder should have PAN number. (Copy to be enclosed)
03. Bidder should have VAT/Sales tax registration and Service tax registration. (Copy to be enclosed)
04. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.



General Terms & Conditions

Annexure-III

[A] Terms and Conditions:

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

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

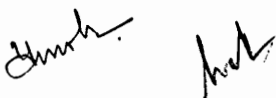
These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

[B] Completion period:

The total time fixed for completion of all the works is 45 days including holidays from the date of start of work. On delay, penalty will be levied as per penalty clause.

[C] Payment terms:

The payment shall be made after completion of entire work. Single invoice shall be submitted in triplicate in conformation with the measurement books after completion of work, along with specified documents to HR-GAX Department of BHEL/PS-PEM, PPEI Building, NOIDA and the payment will generally be made within 30 days after receipt of bill correct in all respects, measurements and verification by BHEL engineers for satisfactory completion of the work. Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting taxes (like Work contract tax, TDS, sale taxes, service taxes, etc.). **Details of your bank account for the same shall be submitted by you.** Also, no interest shall be paid due to delay in making the payment. Service Tax should be shown separately in the rates quoted. The same will be paid / remitted in accordance with the provisions of Reverse Tax Mechanism of Service Tax as applicable.



[D] Penalty clause:

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



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Annexure-‘IV’

BHARAT HEAVY ELECTRICALS LIMITED
PS-PEM, PPEI, HRDI & ESI COMPLEX,
PLOT NO. - 25, FILM CITY, SECTOR – 16A NOIDA (U.P.) – 201301
TENDER Ref. No. : - **Dated: - ___/___/2016**

PRICE BID FORMAT

Sub: - Repair & modification of roof of MPL Block in BHEL, PS-PEM, Sector-16A, Noida.

S. N.	Description of Work	Unit	Quantity	Rate	Amount	% weightage of items as per BOQ
1	Dismantling of existing roofing (Asbestos) including ridges, hips, valleys and gutters etc., and stacking the material within 100 metres lead as directed by Engineer-in-charge.	SqM	984.00			11.57%
2	Providing corrugated profiled permanently colour coated galvanised MS troughed metal sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with 150mm over lapping, bitumen, flashing, sealing with silicon and G.I. limpet washers or with G.I. limpet washers filled with white lead sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. Thickness of sheet will be 0.50 mm.	SqM	984.00			74.86%
3	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+/- 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self-drilling/ self-tapping screws complete :					
A.	Ridges plain in 0.50mm thickness (500 - 600mm).	RMT	98.40			5.65%
B.	Gutter in 0.50mm thickness (600 mm over all girth).	RMT	123.00			7.91%
Total:						
CST/VAT on -----% @%						
Service Tax on-----% @%						
Grand Total amount (Rs.):						

Grand total amount in Rupees (in words)

..... only.)

* Evaluation will be done on the Grand total amount quoted by the bidder.

Note: 1) All applicable statutory deductions shall be made from contractor's bill.

2) Bidders to note that though evaluation is proposed on total BOQ, however bidder have to quote prices in such a way that % weightage to be ensured. In case same has not been ensured BHEL can change item rate to ensure the same keeping total quoted value same.

COMMERCIAL TERMS AND CONDITIONS
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1. BID SUBMISSION

Bids shall be submitted latest by **11:30 A.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions & General terms and conditions
- c) Unpriced copy of the price bid format (Annexure-IV) with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid as per checklist Annex-X.

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

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

PART -2: PRICE BID (strictly as per price bid format-Annexure IV)

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

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

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

Kind Attn: Sh N C Sharma / Sr. Engineer (MM) & Sh I P Singh / Sr. Mgr. (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Phone no. 0120-4213591, 4368749
E-mail: ncsharma@bhelpem.co.in; INDRA@bhelpem.co.in

(Signature & Seal of Bidder)

2. **BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 11:30 A.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 180 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. Prices shall remain firm without any variation till completion of contract. Once the contract is awarded, the quoted rate shall remain firm for the entire contract period & will not vary on any account whatsoever be the reason.
5. **Evaluation:** will be done on the Grand total cost (all inclusive) to BHEL quoted by the bidder.
6. **EMD:** Each Tenderer have to submit an EMD of Rs. 16600/- (Rupees Sixteen thousand six hundred only) for the above job / services in the form of Pay Order or Demand Draft only in favour of BHEL, with the techno-commercial (Part-I) bid.
7. **Security Deposit:** The contractor shall have to deposit an amount @ 5% of contract value as "Security deposit" to BHEL before the start of work in the form of Pay order / Demand Draft / Local Cheque / Bank guarantee in BHEL's format from scheduled banks / Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) / Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
EMD of the successful tendered shall be converted and adjusted towards the required amount of security deposit. 50% of the required Security Deposit, including the EMD, shall be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
8. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected.
9. Late tenders will be rejected.
10. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere (the best and the nearest available substitute thereof) at the risk and cost of the Vendor, either the whole or part of the goods/services which the contractor has failed to deliver services or as not able to give quality services as stipulated in the contract. The contractor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate as mentioned in Annex-III.

11. **PRICE DISCREPENCY:**

- 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 the quantity), the



(Signature & Seal of Bidder)

unit price shall prevail and the total price will be 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 will be 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 the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.

12. TAX DEDUCTION AT SOURCE:

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

13. DEVIATION: The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-VI by mentioning the related/affected clause number etc.

GENERAL TERMS AND CONDITIONS

14. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Noida.

15. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

16. RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

17. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/

(Signature & Seal of Bidder)

Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

- ii) Statutory Variations in Service Tax on services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.
- iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

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

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

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(Signature & Seal of Bidder)

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

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



(Signature & Seal of Bidder)

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that neither our firm nor any of our partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a diagonal stroke.

DETAILS OF BIDDER

S. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	ESI Registration No.	
10	Service TAX No.	



FINANCIAL DETAILS

TURN OVER (F.Y.) (In Rs. Lakhs)	2015-2016	2014-15	2013-14

INCOME TAX RETURN (F.Y.)	2015-2016	2014-15	2013-14

EXPERIENCE	No. of Work	Value	Customer's Name

EMD DETAILS	DD/ PO No.	Date	Amount (Rs.)

WORK EXPERIENCE

SIMILAR WORKS	Nature of Works	No. of Works	Value	Customer's Name



(Signature & Seal of Bidder)

Check List

SUMMARY OF COMPLAINE TO REQUIREMENT OF TENDER

S. No.	Required Document	If Submitted, then Tick (√)
1	Required amount of EMD	
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three financial years ending on 31 st March 2016.	
3	Details of work experience, satisfactory work performance certificates	
4	Duly signed and stamped complete set of tender documents for technical bid	
5	Bidder's details (Annex-VIII)	
8	Signed and Stamped Un- priced bid format (Annex-IV) (The bidder has to write "Quoted" in places where he has quoted in Price Bid)	
9	Copy of PAN No. registration certificate	
10	Copy of VAT/Sales Tax & Service Tax registration certificate	
11	NO DEVIATION CERTIFICATE as per Annexure -VI duly signed and stamped	
12	Declaration Certificate as per Annexure -VII	
13	Quoted PRICE BID (Annex-IV) duly signed and stamped along with tender enquiry.	
14	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS details	

