

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

सम्पदा कार्यालय, सेक्टर-17, नोएडा - 201301 (यु.पी.) भारत
Estate Office, Sector-17, Noida - 201 301 (UP) INDIA



**TENDER DOCUMENT
FOR
POLISHING ON WORK IN BHEL TOWNSHIP,
SECTOR-17, NOIDA.**

NIT No. 44: AA: NOI: ADMN. : POLISHING: 112: 20117 -18
DATED 21.12.2017

CONTENTS

- Notice Inviting Single Tender

- | | |
|--------------------------------------|---------------------------|
| ▪ Last date for Submission of Tender | : 22.12.2017 at 1400 hrs. |
| ▪ Date for Opening of Tender | : 22.12.2017 at 1530 hrs. |

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tender and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender along with EMD must be submitted in an envelope. The envelope should be super scribed with NIT no.
4. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070961, 62/ email: ujjwal@bhel.in .
7. The tenderer or their representative may attend the opening of bids if he/she desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelope.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for 30 days from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only.
6. The amount should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
7. **DOCUMENTS REQUIRED ALONG WITH TENDER ENQUIRY**
 - a) **EMD of Rs. 1,000/- (Rupees One Thousand only)** only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
 - b) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
 - c) Self-attested copies of the **PAN card and GSTIN**.
 - d) The Bidder must Submit a declaration (enclosed at Annexure –A), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
 - e) No deviation certificate as per Annexure –B (enclosed) must be signed and stamped.
 - f) Bidder must submit the Bidder's details and Declaration of GST Benefits in the enclosed format as per Annexure – C & D.

8. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.
9. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
10. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - 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.
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - If any bidder does not accept the correction of errors, their bids will be disqualified.

11. **PAYMENT TERMS:**

- The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST & notional interest thereon, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned below. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- No payment shall be made for the work done without the permission of Engineer-in-Charge.
- The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- All payment will be subject to deduction of taxes at source as per rules.

12. **TAXES & DUTIES**

- As GST has been introduced by Govt. of India in place of existing taxes, the same shall be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
- The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL.
- The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
- Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- Payment shall be made to contractor only after submission of GST complaint Tax invoice

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

- In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

13. **SECURITY DEPOSIT:**

- a. The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

5% of work order value

The security deposit should be collected before start of work by the contractor.

- b. Security deposit may be furnished in any one of the following forms:
- i. Cash (as permissible under the Income Tax Act)
 - ii. Pay order / demand draft in favour of BHEL.
 - iii. Local cheques of schedule banks, subject to realization.
 - iv. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi. Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii. EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
 - viii. The Security Deposit shall not carry any interest.
- c. The security deposit will be released only after completion of Guarantee/ Maintenance period of **Six months** from the date of actual completion of work.
- d. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in

respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

14. **COMPLETION PERIOD:** The contractor has to complete the work within 15 days from the date of Award i.e. date of Work Order.
15. **L. D. Clause:** Extension of work may be granted by BHEL where delay is not attributable to the contractor. In case of work is not complete within scheduled date, a penalty of ½% per week of delay subject to maximum 10%, of award value will be deducted as L.D.
16. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
17. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
18. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

C) SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:

- 1) No inferior quality of work will be accepted. The payment will be made as per the actual measurement done.
- 2) All Materials (Polishing agents, Solvents, Varnish, lakhdana, turkey amber, thinner etc.) & tools (brush, sand paper, dhoti, Patti etc.) shall be provided by contractor.
- 3) The subject works shall be carried out up to the satisfaction of Engineer-in-charge
- 4) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during the work. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 5) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim
- 6) The bidder is advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from the Sr. Engineer (HR-TAX) on Tel. No.-0120-3070961, 62, OR at e-mail: ujjwal@bhel.in.
- 7) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 8) The amount quoted should be firm and valid till contract period.
- 9) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
- 10) All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of work and for such work no extra claim shall be entertained.
- 11) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 12) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

- 13) **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 14) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and contractor in respect of or connected with this contract, General terms & conditions of tender, then the same shall be referred to Arbitration and arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same. The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

For & on behalf of "BHEL"



उज्ज्वल तोमर
वरि, अभियंता (मा. सं.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

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



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ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 44: AA: NOI: ADMN: POLISHING: 112: 20117 -18
DATED 21.12.2017

DECLARATION

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

(Signature of Party with seal)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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NO DEVIATION CERTIFICATE

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

(Signature of Party with seal)

Place:

Date:

BIDDER'S DETAILS

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

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

(Signature & seal of the contractor)

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Declaration of GST Benefits

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

(Signature & seal of the contractor)

Place:

Date:



संजयल तोमर
वरि, अभियंता (मा. सं.-टीएएक्स)
Ujjwal Tomar
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