

"COURIER"

**Project Engineering  
Management**

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



Enquiry No. PE-LPE/256 Dtd. 02/03/2017

**Due Date: 15/03/2017 by 10:00 AM**

Open Tender Enquiry

**Subject: Rain water harvesting in back side of PPEI Building in BHEL, PS-PEM, Noida**

**Dear Madam/ Sir,**

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name! Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 10:00 A.M. on or before the above mentioned due date.

**Completion Period:** The entire work has to be completed within one month from the date of award of work. On delay penalty will be recovered as per penalty clause as per General Conditions of Contract Pt. No. D of Annexure-III.

**Payment Terms:** 100 % payment shall be released after completion of work and submission of invoice along with specified documents by the vendor as specified of NIT (General Terms and Conditions Cl. No. C of Annexure-III).

**LD:** It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, the completion of the works specified in the Order should be done within the stipulated delivery period. Where work is done after the stipulated period, the Purchaser shall be under no obligation to accept the works. However, if accepted, penalty at the rate of 2% per week of delay or part thereof shall be levied on total contract value (excluding taxes) limited to 10%, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order. and other details as specified of NIT (General Terms and Conditions Cl. No. D of Annexure-III).

**Bid Submission:** Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance, Part 2: Price bid as per price format). [Refer Annexure-V Cl. No. 1]

**Pre-qualifying requirements (PQR):** Refer Annexure-II. Bidders to submit required documents with bid as a proof of meeting PQR.

**Validity of Rates:** After awarding the work the rates should be firm till the completion of work.

**Security deposit:** as specified in NIT (Commercial term conditions sl.no 13 of Annexure-V).

All other terms & conditions shall be as per attached Annexures - I to XI.

**Remarks:**

- 1) Evaluation shall be done on Grand total amount (inclusive of taxes & duties) as per given in Price format (Annx. -IV).
- 2) Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

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

Thanking You,

Yours faithfully,  
For and behalf of BHEL,

  
Sr. Mgr./ CMM

[I.P. Singh]

## TECHNICAL TERMS & CONDITIONS

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### 1) SCOPE OF WORK

The scope of work covers making of "Rain water harvesting system for recharge of ground water table" in BHEL, PS-PEM, Plot No. 25, Sector-16A, Noida.

- a) The scope of work includes the following works as per specification but not limited to the following:
- b) Making recharge wells with bore pipes and filter materials
- c) Providing and fixing rain water down take pipe from roof of PPEI building to recharge well
- d) Interconnection of rain water down take pipe (existing/new) and providing a common header to the recharge well
- e) Disposal of all debris generated in all type of dismantling, demolishing and excavation within BHEL-PPEI office boundary wall limit.

In addition to above, works as per bill of quantity attached with this specification shall also be considered in scope of works. 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. Drawings and data 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. 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.

### 3) 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, interfacing with existing system/structure etc.

#### b) Measurement

Measurements shall be done as per IS 1200.

### 4) 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.

### 5) GUARANTEE OF WORK:

One year after completion date as accepted by BHEL representatives.

**PRE-QUALIFYING REQUIREMENT (PQR)**

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**A. TECHNICAL**

01. Bidders having experience of successfully executed job contract of similar works\* during last 7 years ending on 31.01.2017 should be either of the following: -

a) Three similar completed jobs / services costing not less than the amount equal to Rs. 2.0 Lakhs.

Or

b) Two similar completed jobs / services costing not less than the amount equal to Rs. 2.6 Lakhs.

Or

c) One similar completed jobs / services costing not less than the amount equal to Rs. 4.1 Lakhs.

(\*Similar work means: Civil Construction works)

02. Bidder should have a minimum experience of three years as on 31.01.2017 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.

**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. 1.5 lakhs.

Note:-The bidder shall provide the complete set of accounts (Balance Sheet, P & L etc.) for last 3 year duly signed & stamped by auditors wherever applicable (self certified copy of 3 year if audited not applicable). ITR return and Trace copies of last 3 years shall also be provided.

**C. COMMERCIAL**

01. **EMD of Rs 10, 240** 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**

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**[A] Terms and Conditions:**

1. The bidder should start the work within one week from the date of work order and complete the same within one month. On delay penalty will be levied as per penalty clause.
2. 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.
3. The Bidder may be rejected on account of unsatisfactory part performance in the execution of an earlier contract if noticed during technical evaluation.
4. 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.
5. 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 and shall forfeit the Security Deposit in part or full as the case may be.
6. Successful bidder shall take all precautions to ensure that no damage happens to any structure of the office building.
7. 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.
8. 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.
9. 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.
10. Contractor will have full responsibility of proper up keep, maintenance of the equipments etc. handed over to them by the company.
11. 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.
12. The contractor has to provide all day to day spares without any extra cost.
13. No labour below the age of fourteen or who is not an Indian National shall be employed on the work.
14. Any discrepancy in the bid, if found advantageous to BHEL shall be considered for evaluation accordingly.
15. 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.
16. Contractor will not be allowed to sublet the contract to other parties.
17. Contractor will be permitted to work after office hours with written permission from designated authority only.
18. 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.

**19. 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 carrying out the work.

- h) If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs 500/- will be imposed and deducted from the contractor bill for each violation.
- i) The working area shall be kept clean and free from all obstructions.
- j) All safety precautions are to be taken by the contractor at his cost.

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

[B] Completion period:

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

[C] Payment terms:

The payment shall be made after completion of entire work. Single invoice shall be submitted in triplicate in conformation with the measurement books after completion of work, along with specified documents to HR-GAX Department of 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 2% per week of delay or part thereof shall be levied on the total contract value 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. Penalty on delay in start of work shall be Rs.500 Per week of delay or part thereof.
- 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. 5000/- shall also be charged.
- 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.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**PS-PEM, PPEI, HRDI & ESI COMPLEX,**  
**PLOT NO. - 25, FILM CITY, SECTOR – 16A NOIDA (U.P.) – 201301**

TENDER Ref. No.: - PE-LPE/256

Dated: -2/03/2017

## PRICE BID FORMAT

Sub.: - Rain water harvesting in back side of PPEI building in BHEL, PS-PEM, Noida.

S. N.	Description	Unit	Qty.	Rate	Amount	%weighttag e of items
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means over areas up to depth of 3.00 meter including disposal of excavated earth, lead upto 50m and lift upto 3m, disposed earth to be leveled and neatly dressed- All kinds of soil.	CuM	37.50			1.35 %
2	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then backfilling the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m : Pipes, cables etc. exceeding 300 mm dia but not exceeding 600 mm	Mtr.	177.00			9.53 %
3	Boring/drilling bore well of required dia for casing/strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer -in-charge, upto 30 meter depth below ground level. All types of soil 300 mm dia.	Mtr.	75.00			10.77 %
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	CuM	37.50			0.67 %
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand : 8 Graded stone aggregate 40 mm nominal size).	CuM	1.50			1.21 %
6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	CuM	1.50			1.62 %
7	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation, plinth, pit etc. in: Cement mortar 1:4 (1 cement: 4 coarse sand).	CuM	15.53			16.16 %
8	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	SqM	135.00			7.27 %

S. N.	Description	Unit	Qty.	Rate	Amount	%weightage of items
9	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	CuM	2.25			2.42 %
10	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level Thermo-Mechanically Treated bars.	Kg.	360.00			4.33 %
11	Centering and shuttering including strutting, propping etc. and removal of form for : suspended floors, roofs, landings, balconies and access platform.	SqM	15.00			0.94 %
12	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape including lifting arrangement and approved quality EHD - 35 Circular shape 560 mm internal dia.	Each	3.00			1.08 %
13	Providing orange color safety foot rest of minimum 6 mm thick plastic encapsulated as per IS : 10910, on 12 mm dia steel bar conforming to IS : 1786, having minimum cross section as 23 mm X 25 mm and over all minimum length 263 mm and width as 165 mm with minimum 112 mm space between protruded legs having 2 mm tread on top surface by ribbing or chequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specifications and having manufacture's permanent identification mark to be visible even after fixing, including fixing in manholes with 30x20x15 cm cement concrete block 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) complete as per design.	Each	18.00			0.81 %
14	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes, jointing with existing rain water down take pipe including elbow, T joints, fitting etc all complete with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. External work 100 mm nominal outer dia Pipes.	Mtr.	180.00			12.92 %
15	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer -in-charge. 150 mm nominal size dia.	Mtr.	78.00			11.90 %
16	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia.	Mtr.	45.00			7.91 %
17	Gravel packing in Tubewell construction in accordance with IS: 4097, including providing gravel fine/ medium/ coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer-in-charge.	CuM	13.50			8.48 %

S. N.	Description	Unit	Qty.	Rate	Amount	%weightage of items
18	Providing and fixing suitable size threaded mild steel cap or spot welded plate to the top of bore well housing/casing pipe, removable as per requirement, all complete for bore well of: 150 mm dia.	Each	3.00			0.27 %
19	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg.	30.00			0.38 %
(A) Total (Rs)						
CST/VAT on _____% @ .....%						
Service Tax on _____% @ .....%						
* (B) Grand Total amount (Including Taxes) Rs.						

(Grand Total amount in Rupees in words .....  
.....only.)

\* Evaluation will be done on the Grand total amount at (B) quoted by the bidder.

**Note:**

1. All applicable statutory deductions shall be made from contractor's bill.
2. Bidder has to quote in such a way that figure under column "Amount" against each item should be equal to % weightage of that item of total amount at (A) and accordingly unit rate shall be defined. In case same has not been ensured by bidder BHEL reserves the right to change item unit rate so as to ensure the weightage of items as defined above, keeping the total quoted value at (A) same and in that case unit rates defined by BHEL shall be applicable.

**COMMERCIAL TERMS AND CONDITIONS**

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**1. BID SUBMISSION**

Bids shall be submitted latest by **10:00 AM** on or before the due date in two parts as follows:

**PART-1: TECHNO-COMMERCIAL BID**

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions 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.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- e) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.
- f) **EMD** is which is Rs. 10,240/- for this tender.
- g) Copy of acknowledgements of **IT return** of last three financial years.

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**'.

**PART -2: PRICE BID**

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

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

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

**Kind Attn: Sh Kunal Gandhi / Sr. Engineer (CMM) & 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.)**

**Mob. No- 9650183377, Phone no. 0120-4368574, 4368749**

## 2) BID OPENING

PART- I (Techno-Commercial Bids) will be opened at 11:00 AM 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 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
- 4) No revision of prices shall be entertained after bids have been opened.
- 5) Prices shall remain firm without any variation till completion of contract.
- 6) Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
- 7) BHEL shall be under no obligation to accept the 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.
- 8) Late tenders will be rejected.

## 9) SUBMISSION OF INVOICE & PAYMENT:

In case of award of the work, all Invoices in conformation with the measurement books, along with specified documents shall be submitted in duplicate (one original & one copy), 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 respect, measurement and verification by BHEL representative 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 etc.). Details of your bank account for the same shall be submitted by you. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment.

Note: Service tax shall be reimbursed against submission of service tax invoice & copy of challan as per applicable rules and regulations.

## 10) RISK PURCHASE:

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

## 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 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) 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. Late tenders will be rejected.

## 13) SECURITY DEPOSIT

The successful bidder shall be required to furnish a Security Deposit of 5% of of total value of contract, excluding taxes. 50% of Security Deposit amount, including EMD, will have to be furnished through demand draft / banker's

cheque in favour of BHEL payable at New Delhi or by cash in BHEL PS-PEM office Finance Dept. before start of the contract and balance 50% will be recovered from the bills. The Security Deposit shall not carry any interest and will be refunded to the contractor on successful completion of the contract and settlement of recovery of dues, if any, to BHEL/PEM to cover the due performance of Order/Contract and to fulfil the guarantee conditions stipulated in the Order/Contract.

Validity of the Security deposit shall be for the entire Guarantee period stipulated in the contract.

**14) TAX DEDUCTION AT SOURCE:**

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

**15) TERMINATION OF CONTRACT:**

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

**16) 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-V by mentioning the related/affected clause number etc.

## General Terms

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### 17) 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.

### 18) 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.

### 19) 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.

### 20) 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/ 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 only on self-manufactured items/ 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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## DETAILS OF BUSINESS

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

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last two financial years		
9.0	Any other information		

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

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Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

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

(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

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

**(Signature & seal of the contractor)**

DECLARATION

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

**(Signature & seal of the contractor)**

## TECHNICAL DETAILS

## For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

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

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
VAT/ CST	

Income Tax Return(A.Y.)	2015-16	2014-15	2013-2014

**NEFT APPLICATION FORM**

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**Name of the Company:**

**Name of the Bank:**

**Address Of the Bank:**

**Company's A/c no:**

**Type of A/c:**

**IFSC CODE:**

**RTGS CODE:**

**Company's E-MAIL ADDRESS:**

**Company PAN No.:**

**Authorized Signature**

**Company Seal**

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED

WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

**Accompanying documents :**

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

## CHECK-LIST (Part-I Bid)

## SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Details of work experience, satisfactory work performance certificates.		
2	Acknowledgement of I-T return of last three financial years		
3	Annual financial turnover during the last three years ending 31/03/2015		
4	Copy of the PAN card.		
5	Copy of VAT/Sales tax registration/Service tax registration		
6	Technical Terms & Conditions (Annexure-I)		
7	Pre-Qualifying Requirement (Annexure-II)		
8	General Terms & Conditions (Annexure-III).		
9	Unquoted Price Bid Format (Annexure-IV)		
10	Commercial Terms and Conditions (Annexure-V)		
10	Details Of Business (Annexure –VI)		
11	Acceptance Letter / No Deviation Certificate (Annexure-VII)		
12	Declaration (Annexure-VIII)		
13	Technical Details (Annexure-IX)		
14	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-X)		
15	Check List (Annexure-XI)		