



BHARAT HEAVY ELECTRICALS LIMITED
ELECTRICAL MACHINES REPAIR PLANT,
Plot No.D-1, Cross Road 'C', Road No.16,
MIDC, Andheri (East), MUMBAI – 400 093

NOTICE INVITING TENDER

NIT No. BHEL/EMRP/HR/19-20/T-01

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Construction of Stores in factory premises.
Earnest Money	Rs. 38165.00 in the form of D.D. drawn in favour of "BHEL" to be enclosed with techno-commercial bid
Last date & time for selling of tender	22.04.2019 up to 16:00 hours.
Due date & time of bid submission	On or before 24.04.2019, up to 14:00 Hrs
Due date & time of bid opening	24.04.2019, 15:00 Hrs onward

NOTE:

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. In case of delay, the penalty shall be imposed as per clause no. 3.5 of the NIT document.
5. The offers of the bidders who are on the banned list shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
6. MSME/NSIC registered vendor can avail the indented benefits only if they submit proper documents (registration certificate) with due validity as on date of opening of tender.
7. 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.

3134381
09.04.19

Sr. Manager (HR,Civil&MM)
Phone no.: 022- 2835 8701

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders for carrying out internal/structural repairing and painting work in EMRP.

1. TECHNICAL TERMS AND CONDITIONS:

1.1 BRIEF SCOPE OF WORK:

1.1.1 Dismantling of existing structure, partition, etc. and construction of new stores in two tier by laying RCC foundations, Brick Work, Providing Steel Structure including chequered plate at roof level, Plastering, Painting and Aluminium Partition etc. as per bill of quantities and direction of Engineer In-Charge.

1.1.2 The aluminium section to be used should be of Jindal or Equivalent make and the sectional thickness should be between 1.20 mm to 1.30 mm.

Note: The prevailing CPWD specification shall be followed for the job.

1.2 PRE-QUALIFICATION CRITERIA:

1.2.1 The bidder should have an average annual financial turnover not less than Rs. 6.00 Lacs during last three financial years ending on 31/03/2018.

1.2.2 The bidder should have experience of successfully completed civil construction works (preferably including fabrication and erection of steel structure) with any of the reputed and accredited establishment during last 7 years ending on 28/02/2019 for valuing either of the following values -

- (a) Three works each valuing not less than Rs. 8.00 Lacs
Or
- (b) Two works each valuing not less than Rs. 10.00 Lacs
Or
- (c) One work valuing not less than Rs. 15.50 Lacs

Note:

1. Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.
2. Necessary documents like Work Orders with satisfactory completion certificates and Audited Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.

1.3 Pre-bid Meeting: Pre-bid meeting shall be held in the office of the undersigned at 14:00 Hours on 17/04/2019 for techno-commercial clarifications if any.

1.4 Earnest Money:

The bidders have to submit interest free Earnest Money Deposit (EMD) along with Techno-commercial Bid for Rs. 38165.00 in the form of Demand Draft / Pay Order / Bankers Cheque drawn in favour of **BHEL** payable at Mumbai. The same can also be deposited through RTGS/EFT for which our Bank Details are enclosed. **Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.**

33

- 1.4.1** EMD of successful tenderer will be retained as part of Security Deposit.
- 1.4.2** EMD of all unsuccessful tenderer, shall be refunded normally within 15 days of award of work.
- 1.4.3** EMD by the tenderer will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period of 90 days, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.
- 1.4.4** EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers / contractors" and forfeited/released based on the action as determined under these guidelines.
- 1.4.5** In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.
- 1.4.6** EMD of successful tenderer will be converted as part of Security Deposit.

1.5 **PROCEDURE FOR SUBMISSION OF BIDS**

Vendors shall submit their sealed offers in Two Part Bid system i.e. Part "A" Techno –Commercial Bid with EMD and Part "B" Price Bid. NIT No. with due date and Subject should be mentioned on each cover. These two covers should be placed in another large cover & sealed. On top of this cover also the NIT No. with due date and subject should be clearly mentioned. Bids shall be submitted in tender box at **BHEL EMRP, Plot No. D-1, MIDC, ANDHERI (E), MUMBAI 400093** on or before due date and time.

1.5.1 Part "A" Techno–Commercial Bid:

The following documents are to be submitted along with Techno-Commercial bid -

1. No Deviation Certificate as per Annexure "A".
2. Certificate for over writing / Erasures / Corrections as per Annexure "B".
3. Declaration by the bidder as per Annexure "C".
4. Check List duly filled in as per Annexure "D".
5. Earnest money deposit in the form of pay order/Demand Draft/RTGS/NEFT.
(Bank Details are enclosed separately)
6. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.
7. Copy of PAN Number
8. Copy of GST Registration Number.
9. Documents in support of type of firm.
10. **Copy of Un-priced Price Bid duly marked as "QUOTED" against all the items with conditions if any.**

1.5.2 Part "B" Price Bid: Bidder shall submit price bid in a separate sealed cover duly filled in as per Price Schedule enclosed with the NIT.

1.5.3 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as "Late Tenders" and shall not be considered under any circumstances.

1.5.4 Before submission of offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions and facilities etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

33

2 GENERAL TERMS AND CONDITIONS -

2.1 REJECTION OF TENDER AND OTHER CONDITIONS:

- 2.1.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for rejection of any or all of the tenders and/or to withdraw invitation of tender.
- 2.1.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 2.1.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning/delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt. of India.
- 2.1.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion unless the firm retains its character.
- 2.1.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may however recognize such Power of Attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor concerned.
- 2.1.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserved the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 2.1.7 Canvassing in any form in connection with the tenders submitted by the tenderer shall make his offer liable for rejection.
- 2.1.8 In case the Proprietor, Partner or Director of the Company /Firm submitting the tender has any relative or relation employed in BHEL, the authority inviting the tender shall be informed along with the offer. Failing to do so, BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 2.1.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Site In-charge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 2.1.10 The tender submitted by a techno-commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However, unopened Price Bids and late tenders shall be returned to the bidders after finalization of contract.
- 2.1.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount/rebate so offered.



2.1.12 If the tenderer or any of its partner is convicted of any criminal offence or commit any act which in the opinion of the company found against the established rules and regulations, then, BHEL reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.

2.1.13 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.2 RIGHTS OF BHEL: BHEL reserves following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract without entitling the contractor for any compensation.

2.2.1 To withdraw any portion of work and/or to restrict / alter quantum of work as indicated in the contract during progress of work Contractor's continued poor progress of work and get it done through other agencies to suit BHEL's requirement to advance the date of completion.

2.2.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources at the risk and cost of the contractor after due notice of a period of two weeks by BHEL in the event of -

- i) Contractor's continued poor progress and poor quality of work.
- ii) Withdrawal from or abandonment of the work before completion of the work.
- iii) Contractor's inability to progress the work for completion as stipulated in the contract.
- iv) Corrupt act of the Contractor
- v) Insolvency of the party
- vi) Persistent disregard to the instructions of BHEL
- vii) Assignment, transfer, sub-letting of contract without BHEL's written permission.
- viii) Non fulfillment of any contractual obligations/non-compliance of statutory requirements.

2.2.3 To meet the expenses including BHEL overheads of 25% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under clause no. 2.2.2 BHEL shall recover the amount from any money due from contractor, from any money due to the contractor including Security Deposit or by forfeiting any R&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

2.2.4 To make the payment for the portion of work executed by the contractor.

2.2.5 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.

2.2.6 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to demobilize forthwith and re-mobilize at an agreed future date. Cost of such demobilization / remobilization shall be mutually agreed. Over Run Charges (ORC) in such case shall not be applicable for the period between the period of demobilization and remobilization. The duration of contract / time extension shall accordingly get modified suitably. In case of any conflict, BHEL's decision in this regard shall be final and binding on the contractor.

33

- 2.2.7 In the unforeseen event of inordinate delay in receipt of drawings, front etc. due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, the contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed shall however be reduced from the final contract value
- 2.3 Any variance observed in Un-priced "Price Bid" duly submitted along with the Part "A" Techno-commercial Bid and Part "B" Price Bid duly filled in, then details furnished in Techno-commercial Bid shall only be valid and binding on the bidder. No subsequent deviation on this account shall be acceptable in Price Bid.
- 2.4 Bids will be opened in front of the bidder or their authorized representative who wish to be present on due date.
- 2.5 Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and may be rejected summarily and price bid of such bidder shall not be opened.
- 2.6 Price bid of only those bidders shall be opened who qualifies in Part "A" Techno-commercial bid with due intimation to them by Email/Fax/Telephone.
- 2.7 To decide the successful bidder, the price bid evaluation criterion vide clause no. 3.8 below will be followed.
- 2.8 Corrections/Erasures/Overwriting, should be avoided. If any of the thing happens, the same should be certified by the bidder's authorized signatory in the enclosed format.
- 2.9 Persons deployed by the contractor are subject to Security checks by our security staff.
- 2.10 **Offer Validity:** The offer should be valid for a period of 90 days from the date of opening of (Part-A) techno-commercial bid. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

2.11 Execution of Contract Agreement -

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent (LOI) / Work Order (WO) by BHEL. The tenderer shall submit an unqualified acceptance to the LOI /WO in the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form with BHEL within fifteen days (15 Days) after acceptance of the LOI/WO and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement shall be borne by the contractor.

313

2.12 Arbitration: In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force. The place of arbitration shall be at Mumbai only.
The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings

3. COMMERCIAL TERMS AND CONDITIONS:

3.1 Price and Price Discrepancy-

- 3.1.1 Price should be quoted as per the Price Schedule (refer Annexure " P") and the same shall be inclusive of all cost of material, labour, transportation, consumables etc. complete but exclusive of GST. The GST is to be indicated separately in the price format and the same shall be paid at actual as may be applicable.
- 3.1.2 If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 3.1.3 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.
- 3.1.4 If there is discrepancy between words and figures, the amount in word shall prevail, unless the amount expressed in words related to an arithmetic error, in which case the amount in figures shall prevail subject of 3.1.2 and 3.1.3 above.
- 3.1.5 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 above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

3.2 Taxes & Duties: The quoted price shall be exclusive of GST as may be applicable on date of submission of offer. However if any new taxes & duties are introduced or any variation occurred in existing rate of GST subsequent to bid submission and during the currency of the contract including its extension if any, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the completion schedule is extended for the reasons attributable to the contractor, no such variation shall be admissible.

Successful contractor has to file their GST return by the statutory date. In case, any Services/purchase of BHEL is not appearing in the return of the vendor and/or if any loss incurred by BHEL due to non-compliance / delay in compliance by the contractor as per GST Act, BHEL reserves the right to recover the money including penalty if any or retain payment of the contractor till all compliances are made.

313

- 3.3 Price/Quantity Variation clause:** Price quoted shall remain firm and effective till the date of work completion and acceptance. However, the quantities shown in Price Schedule may vary to any extent as per actual requirement. BHEL reserve the right to add or delete items depending upon the final requirement. For such variations and addition or deletion, the Contract price shall be adjusted based on the quoted unit rate for schedule items or approved rate for any additional item, which shall be valid for a variation of $\pm 30\%$ of the total contract price.
- 3.4 Completion Time:**
- 3.4.1 On intimation by BHEL through Fax or E-Mail for issue of LOI/Work Order, the contractor has to commence the work within 7days of issue of LOI.
- 3.4.2 The work is to be completed within a period of 03 months from the date of issue of LOI/Work Order.
- 3.4.3 In case of deviation offered by the bidder in completion schedule, price will be loaded @ 0.5% per week of the basic cost, provided extended delivery is acceptable to BHEL, else can be agreed summarily.
- 3.5 Penalty for Delay:** Liquidated Damages @ 0.50% per week or part thereof will be levied as penalty if there is a delay beyond the schedule completion period subject to maximum of 10% of the contract value (inclusive of taxes).
- 3.6 Payment Terms:**
- a) **No advance payment shall be made under any circumstances.**
- b) **Payment against work done shall be regulated in three stages i.e. Two Running Bills and One Final Bill. However, Running Bill amount should not be less than 1/3rd of the contract value.**
- c) The payment against each bill shall be made on the basis of actual measurement subject to deductions towards Security Deposit, Income Tax with surcharge and any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable.
- d) All the payments due to the Contractor will be made through Electronic Fund Transfer(EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma.
- e) Normally payment of bills takes about 30 days from the date of verification of contractor's bill by Engineer In-charge.
- f) **In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening)**
- 3.7 Security Deposit:**
- Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 3.7.1 **Modes of deposit of Security Money:** The required amount of SD after adjustment of EMD can be deposited in either of the following forms -
- Cash (as permissible under extant of Income Tax Act).
 - Local cheques of scheduled banks/Pay Order/DD duly drawn in favour of BHEL or through EFT.
 - Bank Guarantee from scheduled banks on duly approved format.
 - Fixed Deposit Receipt issued by Scheduled banks. (FDR should be in the name of the contractor a/c BHEL).

3/3

- Securities available from Indian Post Office such as National Savings Certificates, Kisan Vikas PATras etc. held in the name of the contractor and should be duly endorsed/hypothecated in favour of BHEL.

(Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any matter connected therewith).

3.7.2 Collection of Security:

- At least 50% of the required Security Deposit (SD) including EMD should be deposited before start of work. Balance money of SD shall be collected by deducting 10% of the gross amount progressively from each of the running bills till total amount of required SD is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional SD shall be immediately deposited by the contractor or recovered from payments due to the contractor.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

3.7.3 Refund of Security Deposit:

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount (50%) of Security Deposit will be released after payment of the final bill after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into by the Contractor. Balance half of the amount of security deposits will be released only after the Warranty period is over. In case contractor wants refund of total security money in one go, then, the contractor will have to submit a Bank Guarantee of equal amount with validity up to the expiry of Warranty period + 3 months claim period.

3.8 Bid Evaluation Criteria: Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all required documents and details in support of Pre-Qualification criteria and other NIT conditions clearly. Missing information may not be asked by BHEL.

3.8.1 Prices quoted against different items of work of price schedules shall be combined to arrive at the total price. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

3.8.2 **Total price (Landed Cost to BHEL) inclusive of taxes shall be compared for the purpose of arriving at L-1.**

3.8.3 Work is indivisible in nature and shall be awarded to a single party.

3.9 WARRANTY:

3.9.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of work.

3.9.2 In case of any deficiencies in the workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost in a reasonable time. If contractor fails to

33

attend the above, defect will be rectified at contractor's risk & cost and the same will be deducted from the security deposit / payable amounts available with BHEL.

3.9.3 The acceptance of the work by the Engineer In-charge shall in no way relieve the contractor of his obligation under this clause.

3.10 EXTRA/ADDITIONAL ITEMS OF WORK:

3.10.1 Any new item of work which is explicitly not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then it will come under the ambit of Extra Item of Work. In case such extra item is executed the rate for the same shall be determined in the following ways and in the same priority:

(a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.

(b) If the derivation of rate of an extra item is not possible as per (a) above, the same shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with allowable wastage as per standard practice), deployment of labours and other incidentals with 15% as contractor's premium and over heads. For this purpose the contractor has to maintain and produce proper record duly certified by the BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

3.10.2 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account.

3.10.3 BHEL reserves the right to carry out such extra/additional items of work through any other contractor.

3.11 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed price submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in rejection of their offer. In case BHEL decides to go for Reverse Auction, the same shall be conducted through an agency appointed by BHEL. The said agency shall facilitate to all eligible bidders to take part in Reverse Auction. Bidders are requested to refer to the General Terms & Conditions of Reverse Auction (Annexure - "E") enclosed along with tender enquiry.

3.12 INSURANCE:

3.12.1 It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.

3.12.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act.

3.12.3 If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

3.13 EXTENSION FOR DELAY:

If the works be delayed due to

a) Force majeure or

b) Delay on the part of the other contractors engaged by BHEL in executing work not forming part of the contract, or

c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event, the

33

contractor shall immediately give requests in writing within fifteen days of the happening of the event causing delay for extension of time.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

3.14 FORCE MAJEURE:

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

3.15 PUBLIC PROCUREMENT - "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

3.16 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The Contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Mumbai shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract. All Statutory rules and regulations in respect of labour/man power deployment along with provisions of Contract Labour Act with applicability of PF/ESI/Labour Licence etc. to be ensured by the contractor at their own cost.

All safety rules and codes applied by BHEL shall be observed by the contractor without exception. The contractor shall be responsible for safety of the equipment / material and works to be performed by him and shall maintain all light, fencing, guards, slings etc. or other protection necessary for the purpose. The contractor shall also take such additional precautions as may be indicated from time to time by Engineer In-charge with a view to prevent pilferage, accidents, fire hazards etc.

313

ANNEXURE "A"

NO DEVIATION CERTIFICATE

This is to certify that I/we have read and understood the terms and conditions mentioned in the NIT Ref no.: - BHEL/EMRP/HR/19-20/T-01 dtd. 09/04/2019 and I/we hereby agree to all terms and conditions without any deviations. I/we have submitted the price bid in sealed condition. I/we have quoted for all items mentioned in price bid.

Signature and seal of the bidder

313

ANNEXURE "B"

Certificate for over writing / Erasure / Corrections

(Please do not sign this certificate if there is no Overwriting / Erasure / Corrections)

Corrections / Overwriting / Erasures in the tender enquiry No. BHEL/EMRP/HR/19-20/T-01 dtd. 09/04/2019 has been noted and the same is endorsed and signed by me.

Signature and seal of the bidder

313

ANNEXURE "C"

DECLARATION BY THE BIDDER ON LETTER HEAD

I, -----, aged-----Yrs., S/o -----
-----,
residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations for execution of the work.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory Regulations in my offered price.

Signature and seal of the bidder

313

ANNEXURE – “D”

CHECKLIST OF ESSENTIAL CRITERIA FOR TECHNO – COMMERCIAL ACCEPTANCE OF BID			
01.	No deviation certificate on bidder's letter head as per Annexure – “A”		Enclosed / Not enclosed
02.	Certificate for Over Writing / Erasures / Corrections on bidder's letter head as per Annexure – “B”.		Enclosed / Not enclosed
03.	Declaration as per Annexure – “C”		Enclosed / Not enclosed
04.	Whether the firm is a registered establishment		Yes / No
	If Yes, (i) Particulars of the Certificate and the name of the Issuing Authority (Copy of the certificate to be enclosed)		Enclosed / Not enclosed
06.	Is the Firm registered under PF and ESIC Act., If Yes , Xerox Copy should be enclosed.		Yes / No
	If No , Have you covered your employees under Insurance Scheme as per NIT. (Xerox Copy should be enclosed)		Yes / No
07.	Type of Firm (please tick & fill the details)		
Sl. No.	Type	Name & Address of Firm	Income Tax PAN
i)	Proprietary		
ii)	Partnership		
iii)	Company		
iv)	Others		
	Contact details of Bidder	Email id: Phone/ Mobile No:	
08.	GST Registration No. (Copy to be enclosed)		Yes / No
09.	Experience detail. Please enclose copies of work order. Additional sheets may be used if required.		
	Name of Organization to whom services are provided (May use extra page to give details)	Value	Year
10.	Whether EMD is submitted along with the Technical Bid		Yes / No
	a) Demand Draft (Fill DD No. and Date)		
	b) Security Deposit Clause as per NIT		Acceptable / Not Acceptable

Authorized signatory of Bidder with seal

3/3

ANNEXURE - "E"

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject service BHEL may resort to "**REVERSE AUCTION PROCEDURE**" i.e. **ON LINE BIDDING ON INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.(minimum four techno-commercial qualified vendor required)
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price bid decrement extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email a scanned copy of the compliance form in the prescribed format (Provided by Service Provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" to enable them to fill in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax/ email a scanned copy of the duly signed filled-in prescribed format as provided on case-to case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.

313