



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22151460.

RE:MUM:RENO:KBTF: 2018

Date : 07.02.2018

To

M/s _____

Dear Sirs/Madams,

Sub: Tender for carrying Renovation work at Khetan Bhawan Transit Flat, Churchgate, Mumbai

BHEL invites e-bid tenders in two bid system from established contractors for carrying out Renovation work at Khetan Bhawan Transit Flat, Churchgate, Mumbai.

In line with the terms and conditions placed in the tender specification.

The tender comprises of :

SL No	Description	Section No.
01	General Information	
02	Scope of Work	SECTION - I
03	Instruction to bidders	SECTION - II
04	Special Conditions	SECTION -III
05	General Terms and Conditions	SECTION -IV
06	E-procurement Details	SECTION -V
07	Techno commercial Bid	SECTION-VI
08	Price Bid	SECTION- VII
09	Compliance Letter	SECTION -VIII

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 30 days for acceptance from the due date of tender. The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in> only as no other forms of submission of offer or hard copy is accepted. BHEL reserves the right to conduct the Reverse auction. Bidders are requested to quote their most competitive prices in through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please contact our developer's Help Desk m-Junction Services Ltd. Name : Bhaskar Chakraborty, Team Leader- EPS Helpdesk(buy Junction) Ph : 033-66106078, 033-66011717, Mob: 08584008205 Email: bhaskar.chakraborty@mjunction.in and also at 033-66011717, 08584008205, 09163348104, 09840704941 Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

Bidders must submit their bids in the E-procurement Portal by **15:00 hrs, 27.02.2018. THE EMD'S SHOULD SUBMITTED ONLINE latest by 15.00 Hrs. on or before the date of Tender submission date AND SHOULD NOT BE PUT IN THE TENDER BOX.** The offers without EMD will not be considered for evaluation in the E-Tendering system. Successful bidder shall be responsible for completion of the contract in all respect. Techno commercial offers shall be opened through the E-Procurement portal on 27.02.2018 at 15.30 Hrs. If Reverse Auction is conducted for this tender, detail of vendors will be provided separately.

Thanking you,

Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED

-SD-
Addl. General Manager – C & HR

**BHARAT HEAVY ELECTRICALS LIMITED
15th FLOOR, CENTRE – I
WORLD TRADE CENTRE
CUFFE PARADE
MUMBAI – 400 005**

**Tender for carrying Renovation work at
Khetan Bhawan Transit Flat, Churchgate,
Mumbai**

TENDER SUBMISSION DATE: 27.02.2018 (3.00 PM)

TENDER OPENING DATE: 27.02.2018 (3.30 PM)

**BHEL: ROD: MUMBAI
NOTICE INVITING TENDER**

Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below

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

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website:

<https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk Name : Bhaskar Chakraborty, Team Leader- EPS Helpdesk(buy Junction). Ph : 033-66106078, 033-66011717, Mob: 08584008205. Email: bhaskar.chakraborty@mjunction.in, also at 033-66011717, 08584008205, 09163348104, 09840704941 between 9.30 am till 5.30 pm.

Name and Address of concerned persons for technical help, if any with regard to E_procurement portal :- Mr Vaibhav Khanna (Senior Engineer-Imports) BHEL-ROD Mumbai, 14/15th Floor WTC 1, Cuffe parade Mumbai -05, Mob: 09930231143, 022-22171375

The Bidder should ensure the qualification criteria set in the Technical Bid – Annexure I before submission of the bid:

Tender no. : **RE:MUM:RENO:KBTF: 2018**

Name of Work : Tender for carrying out Renovation work at Khetan Bhawan Transit Flat, Churchgate, Mumbai

Period of Contract : The work should be completed within 30 days from the date of receipt of work order

Cost of the Tender : Nil

Earnest Money Deposit : Rs. 18881/-

Tender Submission

Last Date of Tender Submission : 27.02.2018 (3.00 PM)

Opening Date & Time : 27.02.2018 (3.30 PM)

Contact Person Details : Shri Ajit Kumar Sinha,
Addl. General Manager (C & HR)
Tel. No. 22171210/211

TENDER UPLOAD INFORMATION

Unit : **BHEL ROD Mumbai Unit**

Address : Bharat Heavy Electricals Limited,
14th / 15th Floor, World Trade Centre - 1,
Cuffe Parade, Colaba, Mumbai:- 400 005

E-Mail : **ajit.sinha@bhel.in**

Telephone : Code :022 Number: 22 171 210/211

Fax : Code :022 Number: 2215 1460

Approved by : Name: Sh. Ajit Kumar Sinha
Desg. : Addl.General Manager

Contact Person : Shri. Ajit Kumar Sinha
Shri. Ravindra Gawde

Tender Reference No. : **RE:MUM:RENO:KBTF: 2018**

Published on : --

Published in Newspaper : ---

Tender Title : Tender for carrying Renovation work at
Khetan Bhawan Transit Flat, Mumbai

Tender Type : Work Contract

Brief Work Description : Renovation Work

Tender Value : **Nil**

EMD Value : **Rs. 18881/-**

Document Cost : **Nil**

Date of Issue of Notification : **02.02.2018**

Last date of Submission of Completed Tender : **27.02.2018 (03.00 PM)**

Date of Opening of Bids : **27.02.2018 (03.30 PM)**

GENERAL INFORMATION OF THE BIDDER

Name of the Bidder :

Address of the Bidder :

E-Mail :

Telephone No :

Fax No. :

Contact Person :

Nature of Firm :

PAN NO. (with self certified copy) :

Service Tax Registration No. :

(With self certified copy)

Structure of the party (tick mark as applicable) : Proprietorship /
(Copy of relevant document to be enclosed) Partnership /
Private Limited

Dear Sir,

Sub: Tender for carrying out Renovation work at Khetan Bhawan Transit Flat, Churchgate, Mumbai

Sealed quotation in two bids (Techno-Commercial Bid – Part ‘A’ and Price Bid – Part ‘B’) is invited for “Tender for carrying out Renovation work at Khetan Bhawan Transit Flat, Mumbai”

Section - I

A. Scope of Work: -

Work to be carried out at Khetan Bhawan Transit Flat

SL NO	DESCRIPTION OF ITEMS	QTY	UNIT
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1cement: 4 coarse sand)	40	Sqm
2	Providing and fixing machine moulded aluminium covering of approved pattern & design, made out of machine cut aluminium sheet and machine holed for receiving dash fastener, over expansion joints on vertical surfaces/ceiling floors, the fixing on plate in one row on one side of joint only shall be done with stainless steel dash fasteners of 8 mm dia and 75 mm long bolt including providing aluminium washers 2 mm thick & 15 mm dia , at a staggered pitch of 200 mm centre to centre including drilling holes in the receiving surface and providing expandable plastic sleeves in holes etc. complete as per drawing and direction of BHEL. Anodised aluminium sheet 2.5mm thick (anodised transparent or dyed to required shade according to IS:1868, Minimum anodic coating of grade AC 15)	40	Sqm
3	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including	50	Sqm

	necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. :For fixed portion Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)		
4	Glazing, panelling and dash fasteners Charges		
5	Providing and fixing 18mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills , facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab up to 0.50 Sqm	40	Sqm
6	Providing edge moulding to 18mm thick marble stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by BHEL. Granite work. Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	4	meter
7	Aluminium Window Repair and refixing	50	Sqm
8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	500	Sqm
9	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre. of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Note- Two coats	900	Sqm
10	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre. Asian Paint Acrylic Wall Putty	900	Sqm

11	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Note- Two coats.	100	Sqm
12	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre.	100	Sqm
13	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Two coats.	100	Sqm
14	Wallpaper (Vinyl based Standard Quality wallpaper)	20	Sqm
15	Carriage of Debris	1	Trips

SIGNATURE AND SEAL OF TENDERER

SECTION - II

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bheleps.buyjunction.in>
2. **The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above. The price offer must be made only in the formats enclosed with this tender.**
3. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
4. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof
5. The offers shall include.

1) Techno Commercial Bid & EMD:

- I. The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by 27st Feb. 2018 15:00Hrs. The techno commercial offers shall be opened on 27st Feb. 2018 15:30Hrs. Hard copies of techno commercial offers shall not be accepted for evaluation.
- II. The EMD of Rs. 18881/- in favour of BHEL, through NEFT/RTGS Only. Details of the same to be informed to BHEL representative Mr. Ravindra Gawde (H.R) latest by 15.30 Hrs on the day of Tender submission date, and should not be put in tender box. The offers without EMD will not be considered for evaluation.

2) Price Bid/Reverse Auction

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only before the due date of submission. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Fax offers will be rejected.

6. Evaluation Criteria:

A. Offers of Parties meeting the techno commercial requirement will only be considered for evaluation.

B. Break up of final prices after reverse auction should be in line with that given in the initial bid of Reverse Auction.

C. Vendors must filled price bid Section VII, 'If vendors fail to quote any of the items in Price Bid, he will be disqualified and his price bid will not be open or will not be allowed to participate in Reverse Auction.

D. The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only.

E. BHEL Reserves right to Negotiate with L1 party.

7. The Bidders are required to go through the Tender requirements and submit their bid

The 2 part bids will be as under:

Techno-Commercial Bid (Part 'A')

Price Bid (Part 'B')

Offers through telegram / fax shall not be acceptable. Late tenders are not acceptable.

The tenders are to be submitted **on or before 27.02.2018 (15.00 Hrs)**

SIGNATURE AND SEAL OF TENDERER

SECTION - III

SPECIAL CONDITIONS

1. The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION . IV.

Bidder must submit following documents in Technical Bid (Part- A) :-

1. Copy of blank price Bid duly stamped and signed
2. Copy of Technical Bid duly stamped and signed
3. The tenderer shall also submit the letter of compliance on their letter head, duly signed and enclosed with technical bid (format enclosed)
4. Nature of firm (Proprietorship / Partnership / Private Limited / Public Limited).
The following documents are to be submitted:
 - i) Proprietorship Firm — Registration certificate under Bombay Shop & Establishment Acts / Other Statutory Authorities like PWD / MHADA / Sales Tax Department / Reliance Energy/MTNL/ Registration of Companies etc.
 - ii) Partnership Firm — Partnership Deed
 - iii) Private Limited Company / Public Limited Company — Certificate of Incorporation.

All Waste material should be removed (Destroyed), complete cleaning and re-arrangement of furniture should be done by the successful bidder.

Interested parties are requested to inspect the Flat before submission of quotations on any working day i.e. Monday to Friday between 1000 hrs. to 1700 hrs. (with permission)

Price bids of those bidders who Technically qualify, will only be opened

5. Price Bid - (Part B) :-

Price to be quoted per Sqm, Meter, R.Meter, Lump sum. Kg, No., Trip, Each Item only (which Exclude GST) only. Rate to include labour and material of reputed brand, duly approved by BHEL

6. Payment Terms: -

The measurement / Qty. mention in Price bid is approximate only.
90% payment on the completion of work to satisfaction of BHEL representatives and balance 10% payment after completion of work, on the basis of actual

(with representative of BHEL) measurement, shall be made on completion of entire work through RTGS within 15 days on receipt of your bill duly accompanied by satisfactory completion work certificate from BHEL representative

7. The work should be completed within 30 days from the date of receipt of work order.

8. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

9. Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website www.bhel.com on "supplier registration page".

10. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

11. The tenderer shall be responsible for enforcing all safety regulations as applicable.

12. In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.

13. In case of any damage to property due to lapse by the tenderer/employee of the tenderer, BHEL shall have the right to recover the cost of such damages from the payments due to the tenderer

14. The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements

15. Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.

16. The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.

17. CERTIFICATE OF INDEMNITY

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer.

18. The successful tenderer will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed

19. PERFORMANCE & PENALTY

a. **Penalty @ 5% per week** of the contract value pro rata will be levied, if there is **delay** beyond the schedule completion period, subject to a maximum of 20%.

b. The penalty will be imposed if the performance achieved by the tenderer is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.

c. **Defect Liability:** Contractor shall be responsible to make good and remedy any defect in work noticed before expiry of one year from date of successful completion of work failing which the security deposit shall be forfeited

20. Sub contract not allowed

21. **BHEL** reserves the right to terminate the contract by giving 2 days notice in writing in case the services are not found satisfactory and forfeit the security deposit.

22. The party shall indemnify BHEL for all the losses / damages occurred during the operation of the contract.

23. **Offer Validity:** 30 days from date of Tender opening.

24. **Evaluation Criteria :**

1. Party who is over all L1 will be awarded the contract (Total of A + B)
2. BHEL reserves right to negotiate with the L1 party

25. **Security Deposit:**

Successful bidder has to deposit security deposit at the rate of 5% of the contract value, before start of the work. Security deposit may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The security deposit shall not carry any interest

(Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one (1) year of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

SIGNATURE AND SEAL OF TENDERER

SECTION - IV

General Terms & Conditions:

- I. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- II. "COMPANY" OR "BHEL" (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- III. "BIDDER" shall mean the Party bidding for the Tender.
- IV. "CONTRACTOR" or "MTO" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CONTRACTOR", "CONTRACTOR" "CARRIER" "TRANSPORTER" or "MTO" where the context so requires.
- V. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the Work order/LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- VI. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- VII. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- VIII. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- IX. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to

- X. include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- XI. "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- XII. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

1) Commencement of Work:

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

- 2)** BHEL reserves the right to reject any quotation without assigning any reasons thereof.

3) Arbitration:

3.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

3.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

3.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the

time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.

3.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

3.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

3.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

In case of contract with Public Sector Enterprise (PSE) or a Government Department : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

4) Statutory Levies:

The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.

5) Workmen Compensation:

It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Flats under Workmen Compensation Insurance Act against any unfortunate incidences/ accidents while on duty.

6) Risk Purchase / Penalty:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- I. If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work

of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the contractor and also forfeit the security deposit

- II. To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.
- III. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7) Cancellation of Contract:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

- 8) Timing for the Work:** We shall prefer to get the job during office hours from 9.00 to 17.30 on all working days.
- 9) Assistance in shifting** the furniture and the other items, cleaning windows / glass panels, and re-arrangements shall be provided by the Contractor. The Debris should be removed and complete cleaning shall be the sole responsibility of the contractor.
- 10) TDS/WCT** as applicable will be deducted at source from your bill.
- 11)** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site **www.bhel.com**.

12) Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website **www.bhel.com** on “**supplier registration page**”.

13) Observance of Local Laws:

- I. The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- II. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- III. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

14) Insurance:

- I. The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- II. The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- III. If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

15) Laws Governing the Contract:

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

16) Indemnity:

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

17) Requirements of Performance:

- I. All permissions/Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap and consequences therefore including legal complications, if any.
- II. The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

18) Earnest Money Deposit:

The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms:

- I. Electronic Fund Transfer credited in BHEL account (before tender opening)

Account details of BHEL are as follows:

Name : BHARAT HEAVY ELECTRICALS LTD
BANK : CITIBANK, FORT BRANCH
ACCOUNT NO : 0008279012
IFSC CODE : CITI0100000
MICR CODE : 400037002

EMD of the Bidder will be forfeited if:

- I. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- III. If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.

- I. EMD of successful bidder will be adjusted towards part of the security deposit.
- II. EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- III. EMD shall not carry any interest.

19) Invoices & Payment Terms:

- I. The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- II. **In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges to the contractor 15 days of submission of clear bills. TDS/WCT as applicable will be deducted at source from the payment .**
- IV. The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.
- V.
- III. Even if the **prices offered are excluding GST**, the contractor will have to produce invoices showing the GST elements separately.
- IV. In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.

20) Discrepancy In Words & Figures: Quoted In Offer

- I. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- II. 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
- III. 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 .
- IV. 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

21) Reverse Auction:

2.1 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

21.2 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.

21.3 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

21.4 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

22) Prevention of Corruption:

- I. Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.
- II. The company shall be entitled to cancel the contract and to recover From the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

23) 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.

24) Jurisdiction of Court:

Courts at Mumbai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

25) Default/Breach of Contract, Insolvency and Risk Purchase:

- I. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm

dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- II. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

26) Integrity commitment, performance of the contract and punitive action thereof:

I. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

II. Commitment by Bidder/ Supplier/ Contractor:

- i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

27) If any bidder/ supplier/ contractor during pre-tendering / tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

28) Safety of men, Equipment, Material & Environment:

All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

29) Joint Measurement will be carried out by both parties before commencement of the work.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited

(Ravindra Gawde)
Senior Executive (HR)

SECTION - V

E-PROCUREMENT DETAILS : RE:MUM:RENO:KBTF: 2018

Offer for maintenance and upkeep of BHEL Transit Flats

1.1 E- PROCUREMENT:

This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>

2.0 DISCLAIMER:

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

SIGNATURE AND SEAL OF BIDDER

SECTION –VIII

(Letter of compliance in Company s Letter Head)

Ref No:

Date:

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

Sub: Your Tender no. RE:MUM:RENO:KBTF: 2018

Dear Sir,

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

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

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER

TECHNICAL BID – ANNEXURE ‘A’

ESSENTIAL DETAILS

Name, Address with Telephone / Fax No. :

1. Should furnish reference of at least two companies where similar work has been carried out by the bidder in past two years, with satisfactory completion certificate.
2. The average annual turnover for the last three years to be not less than Rs. 2.83 lakh (Proof of IT return to be submitted)
3. Should be holding :

Registration certificate under Bombay Shops & Establishment Acts, PAN NO., Service Tax Registration No & any other necessary certificates as per rules (documentary proof to be attached).
4. Copy of blank price bid duly signed:
5. Copy of all Tender documents duly signed
6. Letter of Compliance on Company letterhead

The tenderer shall also submit the letter of compliance on their letter head, duly signed and enclosed with technical bid (format enclosed)

Signature of Tenderer

Name:

Designation:

Seal

SECTION -VI

FORMAT FOR TECHNO- COMMERCIAL BID		
Tender Ref: RE:MUM:RENO:KBTF: 2018		
OFFER FOR Tender for carrying out Renovation work at Khetan Bhawan Transit Flat , Churchgate, Mumbai		
SNo	Office, Mumbai	Remarks
1	<p>The average annual turnover for the last three years to be not less than Rs. 2.83 lakh (proof of IT return/Balace sheet copy with P/L statement /CA certificate to be submitted)</p>	<p>Copy of CA Certificate / copy of Balance Sheet to be submitted</p>
2	<p>Bidder must submit experience (proof) of having successfully completed similar works in last 7 years (ending last day of month previous to the one in which the tender is floated) as under :</p> <p>(copies of work order/ contract along with completion certificate to be enclosed)</p> <p>(a) Three contracts of value not less than Rs 3.78 lakhs each.</p> <p style="text-align: center;">OR</p> <p>(b) Two contracts of value not less than Rs.4.72 lakhs each.</p> <p style="text-align: center;">OR</p> <p>(c) One contract of value not less than Rs 7.55 lakhs each.</p> <p>NOTES:</p> <p>(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer</p> <p>(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.</p> <p>(3)The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered</p>	<p>Copies of contract / work order with satisfactory completion certificate from customer must be attached</p>

3	EARNEST MONEY DEPOSIT Rs. 18818/- : The Bidders, should submit EMD in Online mode in the given A/C of 'BHARAT HEAVY ELECTRICALS LIMITED as part of the Technical Bid. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders within a week of award of contract	Transaction No- Bank Name- Bak Addresss-
4	Should be holding: Registration certificate under Bombay Shops & Establishment Acts, PAN NO, GST No (documentary proof to be attached).	Upload Documentary Signed proof
5	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on E-procurement portal	Upload Documentary Signed proof
6	All Tender documents to be stamped and signed, including blank copy of price Bid	Upload Documentary Signed proof
7	Scope of work : As per NIT Documents Clause A	Accepted Unconditionally
8	During the period of the contract of any of your employees come in contract with contagious diseases like TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.	Accepted Unconditionally
9	Contractual & Legal Obligations:	Accepted Unconditionally
	1. BHEL has privity of contract with employer only.	
	2. No relation with the employment of employees.	
	3. It is a contract and should not amount to	
	- Joint Venture	
	- Partnership	
This is a contract for Renovation works of BHEL Khetan Bhawan Transiit Flat only and will not amount to Employer – employee relationship		
4. Will not deploy any casual employee or subcontract the job without written permission.		
5. The contractor's workers have to work as per the instruction of BHEL.		
10	Staff : Adequate Supervisor & Workers as per work proportion shall be allotted by Party for completion of works.	Accepted Unconditionally

11	Evaluation Criteria: As per NIT	Accepted Unconditionally
12	Payment Terms: As per NIT	Accepted Unconditionally
13	Duration of Contract: The contract will be for 30 days	Accepted Unconditionally
14	Contractor Obligation : As specified in NIT	Accepted Unconditionally
15	Statutory Liabilities : As specified the NIT conditions	Accepted Unconditionally
16	Tenderer shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc.	Accepted Unconditionally
17	Tenderer shall be solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc	Accepted Unconditionally
18	In case the tenderer fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the tenderer.	Accepted Unconditionally
19	Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.	Accepted Unconditionally
20	The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.	Accepted Unconditionally
21	Tenderer will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the tenderer will replace such employees(s) immediately. Opinion of BHEL will be final and binding on tenderer with respect to the conduct of his employee	Accepted Unconditionally
22	Tenderer will keep watch on his employees and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Tenderer	Accepted Unconditionally

23	Tenderer should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes	Accepted Unconditionally
24	Payment of bonus under the payment of Bonus Act (wherever applicable), Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the tenderer.	Accepted Unconditionally
25	Tenderer shall observe Provisions of the local administration in respect of working hours, holidays, rest intervals, leave to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.	Accepted Unconditionally
26	Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations	Accepted Unconditionally
27	During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed	Accepted Unconditionally
28	PERFORMANCE & PENALTY: As specified the NIT Conditions	Accepted Unconditionally
29	CERTIFICATE OF INDEMNITY: In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer.	Accepted Unconditionally
30	WORKING TIME & NATURE OF SERVICES: The tenderer shall perform services mentioned in the Scope of Services on day to day basis on all working days in a week from 9.00 am to 5.30 pm, 8½ Hrs. duty including half an hour lunch break.	Accepted Unconditionally
31	CHARACTER VERIFICATION AND ANTECEDENCE: In case the tenderers desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Police Authorities and Work-in-Charge.	Accepted Unconditionally
32	TAXES & DUTIES: As specified the NIT	Accepted Unconditionally
33	COMMENCEMENT OF WORK: As specified in NIT	Accepted Unconditionally

34	Risk purchase: As specified in NIT	Accepted Unconditionally
35	SECURITY DEPOSIT: As specified in NIT	Accepted Unconditionally
36	INDEMNITY: As specified in NIT	Accepted Unconditionally
37	REQUIREMENTS OF PERFORMANCE : As specified in NIT	Accepted Unconditionally
38	ARBITRATION: As specified in the NIT	Accepted Unconditionally
39	Earnest Money Deposit: As specified in the NIT	Accepted Unconditionally
40	Discrepancy In Words & Figures: Quoted In Offer: As specified in the NIT	Accepted Unconditionally
41	Reverse auction: As per general terms and condition. The final price break up after the RA has to be in proportion to the initial break up given at the time of online sealed bid.	Accepted Unconditionally
42	PREVENTION OF CORRUPTION : As specified in the NIT	Accepted Unconditionally
43	CANCELLATION OF THE CONTRACT: As specified in the NIT	Accepted Unconditionally
44	Offers shall remain valid for 30 days from the date of opening of Tender	Accepted Unconditionally

SECTION VII
PRICE BID – PART ‘B’

DETAILS OF WORK TO BE DONE IN KHETAN BHAWAN					
SL NO	DESCRIPTION OF ITEMS	QTY	UNIT	RATE	AMT
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1cement: 4 coarse sand)	40	Sqm		
2	Providing and fixing machine moulded aluminium covering of approved pattern & design, made out of machine cut aluminium sheet and machine holed for receiving dash fastener, over expansion joints on vertical surfaces/ceiling floors, the fixing on plate in one row on one side of joint only shall be done with stainless steel dash fasteners of 8 mm dia and 75 mm long bolt including providing aluminium washers 2 mm thick & 15 mm dia , at a staggered pitch of 200 mm centre to centre including drilling holes in the receiving surface and providing expandable plastic sleeves in holes etc. complete as per drawing and direction of BHEL. Anodised aluminium sheet 2.5mm thick (anodised transparent or dyed to required shade according to IS:1868, Minimum anodic coating of grade AC 15)	40	Sqm		
3	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight,	50	Sqm		

	mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. :For fixed portion Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)				
4	Glazing, panelling and dash fasteners Charges				
5	Providing and fixing 18mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills , facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab up to 0.50 Sqm	40	Sqm		
6	Providing edge moulding to 18mm thick marble stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by BHEL. Granite work. Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	4	meter		
7	Aluminium Window Repair and refixing	50	Sqm		
8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	500	Sqm		
9	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre. of approved brand and	900	Sqm		

	manufacture, including applying additional coats wherever required to achieve even shade and colour. Note- Two coats				
10	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre. Asian Paint Acrylic Wall Putty	900	Sqm		
11	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Note- Two coats.	100	Sqm		
12	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre.	100	Sqm		
13	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Two coats.	100	Sqm		
14	Wallpaper	20	Sqm		
15	Carriage of Debris	1	Trips		
Grand Total					

(Exclusive of GST)

Signature of Bidder with Date.

Name and Address Telephone / Mobile No. of the Bidder

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETER HEAD

This is to certify that M/s.-----
(hereinafter referred to as 'company') having its registered office at -----
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
----- dtd.-----
Category:----- (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date-----
----- as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises :Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:
Rs. -----Lacs
2. For Service Enterprises: Investment in equipment ((i.e. original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs. -----Lacs.

The above investment of Rs. -----Lacs is within permissible limit of Rs. -----Lacs for -----
----Micro / Small (Strike off which is not applicable)
Category under MSMED Act 2006

Date:

(Signature)

Name:

Membership number-

Seal of Chartered Accountant