



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section

Tender Document

Name of Work: MISC. WORK BY JCB IN BHEL TOWNSHIP IN HARIDWAR
Tender Enquiry No.: BHEL/HEEP/WEX-WCS/20-21/7199/20200017 DT 06.06.2020
Due date of Tender Opening: 30.06.2020
Type of Bid: Two Part

Place of Submission of Tender / Bid:

***“Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)”***

Contact Person: Akhilesh Kumar, Dy. Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: tenzin_n@bhel.in : akhil09@bhel.in, saurabhchandra@bhel.in

Phone: 01334-28-5491/1176; Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. General Instructions to tenderer
3. General Terms & Conditions of Tender
4. Pre-Qualification Requirements (PQR)
5. Checklist/ Table of Index
6. List of Work Done (**Annexure-I**)
7. Special Conditions
8. Details of Bids & Bidder (To be filled by bidder) (**Annexure-A**)
9. Certificate by Chartered Accountant(**Annexure-B**)
10. Undertaking duly signed by the tenderer (**Annexure-C**)
- 11. Un-Priced Bid(Annexure-D)**

Part-II (PRICE BID)

1. Price Bid(**Annexure-E**)



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED

HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-285491	Fax	01334-226460
Email Address	tenzin_n@bhel.in, akhil09@bhel.in, saurabhchandra@bhel.in		
Contact Person	Akhilesh Kumar		
NIT Key.	20200017	Dated	06.06.2020
NIT No.	BHEL/HEEP/WEX-WCS/20-21/7199/20200017 DT 06.06.2020		
NIT No. on www.bhel.com	NIT_53223		
NIT No. on www.bhelhwr.co.in	NIT-4738		
Type Of Tender	Open		
#Tender Cost (in INR)	200/- (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs. 8046/-		
Period of completion of work	06 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 4,02,278/- (GST extra as applicable)		
Last Date of Sale of Tender	29.06.2020	Time :	12:30PM
Last Date of submission of Tender	30.06.2020	Time :	01:45PM
* Date and Time for opening of Technical Bid	30.06.2020	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: MISC. WORK BY JCB IN BHEL TOWNSHIP IN HARIDWAR.

Contracting Executive Name: Akhilesh Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price 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.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE **LIABLE TO BE REJECTED**.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO-COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”.
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a ***“NO DEVIATION STATEMENT”*** shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.

- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note: -

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

General Terms & Conditions of Tender

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1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

2. DEFINITIONS

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) **"THE CONTRACT"** shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The **"TENDER DOCUMENT"** means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The **"WORK"** means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The **"SITE"** means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The **"CONTRACTOR"** shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The **"ENGINEER-IN-CHARGE"** means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) **"APPROVED"** means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (j) The **"CONTRACT SUM"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The **"FINAL SUM"** means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The **"TIME OF COMPLETION"** is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A **"WEEK"** means seven days without regard to the number of hours worked in any day in that week.
- (n) A **"DAY"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.

- (p) **"DEVIATION ORDER"** means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) **"EMERGENCY WORK "** means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) **"PROVISIONAL SUM"** or **"PROVISIONAL LUMP SUM"** means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) **"PROVISIONAL ITEMS"** means items for which approximate quantities have been included in the tender documents.

3. EARNEST MONEY DEPOSIT

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in the following forms:
- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) 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)**
- In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, if:
- (i) After opening the tender and within the offer validity period, the tenderer 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.
- (e) 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.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

4. SECURITY DEPOSIT

- (a) Successful vendor shall require to deposit security. 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.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ 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)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

5. COMMERCIAL TERMS

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

6. SPECIAL CONDITIONS FOR MSME

"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 (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -B where deemed validity of EM II certificate of five 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 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit 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 a Gazetted officer."

UAM need not required to be notarized or attested.

7. SETTLEMENT OF DISPUTES/ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

8. RISK PURCHASE CLAUSE

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

9. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.

- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

10. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

12. IMPLEMENTATION OF INTEGRITY PACT (IP)

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 5 Crore or more. This pact shall be considered as a preliminary qualification for further participation.

12A. INTEGRITY PACT (IP)

- i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C - 1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. RIGHT OF ACCEPTANCE

- BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.

- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

15. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation
NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

16. GST RELATED TERMS & CONDITIONS

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II. a) Unregistered Dealer
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
b) Timely receipt of Goods & Services
c) Timely and correct payment of applicable GST by supplier/contractor
d) Timely filing of return
e) Compliance of other applicable provisions on supplier/contractor:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.

3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.

4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.

5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.

6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.

7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

17. SPECIAL POWERS OF TERMINATION

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 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.

19. OVERWRITING IN PRICE BIDS

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

20. GENERAL NOTES

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

PRE-QUALIFYING REQUIREMENTS (PQR):**A EXPERIENCE:**

i Contractors must possess experience of similar nature of work (i.e. JCB)

“Similar Works” Similar work means work of JCB contract in any of the followings:

- (a) Removal of encroachment
- (b) Lifting of loose tree
- (c) Cutting & cleaning of bushes & shrubs
- (d) Excavation of unauthorized way
- (e) Cleaning of ravines
- (f) Excavation of ditch regarding stopping the unauthorized mining
- (g) Bridge work of soil etc

i.e. activity of JCB is must in similar works contracts. **Merely supply of labour for above nature works shall not be considered as similar work experience for pre-qualifying criteria.**

ii Experience of successfully executed similar nature of work as mentioned at point no. 1.A.(i) above during last 7 (seven) years as on 31.03.2020 should be any one of the following:

a Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost (i.e. 1.60 lacs)

OR

b Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost (i.e. 2.01 lacs).

OR

c One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e. 3.21 lacs).

Contractors shall submit relevant documents and work completion certificate in original /photo copy duly attested by self on the letter head pad of the organization for which the work has been done and signed by authorized signatory of the concerned organization. (Format Enclosed at Annexure-I). They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is found adverse, the bidder will be disqualified.

B FINANCIAL CAPACITY:

i Average Annual financial turnover during the last 03 years ending 31.03.2020, must be at least 1.20 Lacs (30% of the estimated cost). Contractor shall have to submit audited Profit & Loss Accounts Statement and Balance sheet for the same along with the Technical bid for FY 2017-18, FY 2018-19, FY 2019-20.

ii Contractor shall have to submit copy of PAN No. along with Income Tax Return for previous three financial years ending 31.03.2020. (i.e. for FY 2017-18, FY 2018-19, FY 2019-20)

C LEGAL OBLIGATIONS

i) Parties should comply with all relevant state and central Govt. statutory/legal obligations and the Contractors must possess PAN Card, P.F. code No., ESI Code No., GST Identification Number (GSTIN) & Labour License No. etc. Copy of the same has to be submitted in support of above.

ii) In case the Contractor do not possess P.F. code No., ESI Code No., & Labour License No., he will have to submit an undertaking stating that P.F. code No., ESI Code No., & Labour License No. shall be submitted within one month of award of work, failing which BHEL shall be authorized to forfeit EMD against this tender and cancel the tender. BHEL shall provide form-V for Labour License after LOI, if required.

D All disputes shall be subject to Haridwar Jurisdiction.

E Offer of the Contractors not meeting/fulfilling the PQR criteria mentioned above shall be ignored.

2 TENDER COST

Full set of tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the DGM (WEX-WCS) on submission of proof of depositing the Tender cost at the BHEL Cash section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. If downloaded Tender is used, tender fees is not required.

3 EARNEST MONEY DEPOSIT

Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. No other mode of payment is acceptable.

NOTE: EMD shall not carry any interest

Techno-commercial offer without the original instrument for the requisite EMD will not be qualified for Evaluation.

4 POWER OF ATTORNEY

A) In case of firms, the tender documents must be signed by a person holding a valid notarized power of attorney and a copy of such power of attorney duly attested by a Gazetted Officer should be attached with the techno – commercial bid

B) The contractor must provide “Name of the contact person”, “Address”, “Phone Numbers” and “E-Mail IDs” who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/Numbers/mail IDs/address other than mentioned

5 MODE OF TENDER

A. The tender shall comprise of two parts i.e. ‘Techno-commercial offer’ and ‘Price bid’. Contractor must sign and stamp on all the pages and complete the “Techno commercial offer” and “Price bid” in all respect.

B. Both the offers are to be sealed in separate envelope having NIT No., Name of Contractor and Name of offer i.e. Techno- Commercial or Price bid. These two envelopes shall be sealed in a third envelope having NIT No., Name of Contractor, date of opening and shall be sent to “Tender

Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)” before date of opening as given in NIT.

C. Incomplete offer is liable to be rejected. Offers received after due date & time are likely to be rejected. BHEL is not responsible for postal delay.

D. Tenders will be opened at Tender Room, 4th Floor, Main Administrative Building, BHEL Haridwar on date mentioned in NIT.

E. EMD should be enclosed along with the Technical bid. Also an un-priced copy of the price bid should be enclosed with the Technical bid to confirm that the bidders has quoted as per the prescribed Price bid format. Any condition/modification of the price bid will not be entertained.

6 GENERAL

A. Contractors shall go through the tender document and confirm that work shall be carried out as per enclosed specifications and abide by all the tender conditions and do not have any counter conditions. The contractors are advised visit the site of work so as to be well-conversant with the type and nature of work.

B. BIDS submitted not in accordance with the above guidelines will be liable for rejection.

C. The risk of delay/loss in transmission of tender documents by post/courier rest with the bidder/Contractor. No Late tender shall be accepted.

D. If any information/document submitted by the Contractor is found false/ fake at any stage, the tender will stand cancelled and EMD shall be forfeited. In such a case the bidder will also be liable to be banned from future Tenders of BHEL.

E. Contractors found technically suitable based on Techno-Commercial offer shall be eligible for further stage of the tender. Information regarding date of price bid, opening or conduction of reverse auction and other details shall be informed to the eligible contractors separately.

F. Contractors shall submit all the relevant documents as per the Pre-qualifying Requirements (PQR).

G. Techno-commercial offer consist of BHEL General Conditions of Contract, Special Conditions of Contract, Un priced Bid, General Instruction to Tender.

H. Contractors are advised to enter the page numbers in the format given at Annexure-II for the relevant documents attached in support of Pre-Qualifying Requirements (PQR).

CHECKLIST

Before quoting, the Contractors are advised to aware the work and other prevailing conditions. They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract, Technical Specifications & Bill of Quantities, wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide JCB which is not specially mentioned in the specification, but which is necessary to complete the work at his own risk and cost.

Sl. No.	Description	Submitted (Yes / No)	Page No if submitted
1.A	Documents Submitted in Support of PQR Condition No 1.A (<u>Work Experience Certificates</u>) Details to be furnished in ANNEXURE-I		
1.B	Documents Submitted in Support of PQR Condition No B		
1.B.i	Balance Sheets AND Profit & Loss Account Statements as per PQR Condition No. B.(i)		
1.B.ii	Income Tax Returns as per PQR Condition No. B.(ii)		
1.C	Documents Submitted in Support of PQR Condition No C		
1.C.a	PAN Card,		
1.C.b	P.F. code No. against PQR Condition C.i OR Undertaking against PQR Condition C.ii		
1.C.c	ESI code No. against PQR Condition C.i OR Undertaking against PQR Condition C.ii		
1.C.d	Labour License No. against PQR Condition C.i OR Undertaking against PQR Condition C.ii		
1.C.e	GST Identification Number (GSTIN)		
2	Tender Cost as per PQR Condition No 2		
3	Earnest Money Deposit as per PQR Condition No. 3		
4	Name, Address, Phone Numbers and E-Mail IDs of Contact Person of Contractor as per PQR Condition No.5		
5	Submission of Tender in accordance with PQR Condition No. 6		
	Details of Bid & Bidder (To be filled by bidder) ANNEXURE-A		

I/We, the contractor, hereby certify that I/We have read, signed and understood completely, all the above mentioned pages of this tender document completely.

Annexure-I**❖ DETAILS OF WORKS (COSTING NOT LESS THAN RS.1.60 LACS) DONE DURING THE LAST SEVEN YEARS:****(Refer Qualifying Condition No. 1(A))****(To be submitted along with Techno-Commercial Offer)**

<u>S. No</u>	<u>Full Postal Address of client</u>	<u>Description of the work</u>	<u>Value of contract</u>	<u>Completion time as stated in Tender (in months)</u>	<u>Date of commencement of work</u>	<u>Actual completion</u>	<u>Year of completion</u>	<u>Remarks if any</u>
<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>	<u>(6)</u>	<u>(7)</u>	<u>(8)</u>	<u>(9)</u>
<u>01.</u>								
<u>02.</u>								
<u>03.</u>								
<u>04.</u>								
<u>05.</u>								

NOTE: A copy of completion certificate and work order copy of each work mentioned above shall be submitted by the Contractor along with the tender document.

SPECIAL CONDITIONS:

1. JCB will be utilized for miscellaneous work in BHEL (such as to demolish unauthorized construction, illegal agriculture in township, to remove encroachment in township, for digging drain, to lift loose tree etc.)
2. JCB should be registered on the name of tenderer/firm and is to be provided for demolish unauthorized construction, illegal agriculture in township, to remove encroachment in township, for digging drain, to lift wood log etc.
3. Tenderer is to provide JCB with driver as per vehicle motor act.
4. Registration certificate of JCB should be of year 2016 or later.
5. Tenderer is responsible for all statutory requirement such as insurance, EPF and ESI of worker employed by tenderer.
6. He has to provide copy of document of JCB such as insurance, permit and registration.
7. He has to provide copy of ESI & EPF of worker employed by him.
8. Fuel of JCB will be the responsibility of tenderer and he will quote the rate of JCB with fuel.
9. In case of any accident/damage the responsibility will be of tenderer.
10. One time EMD is not acceptable against this tender.
11. GST will be calculated on actual base.
12. The tender will be initially for 06 month. The period of tender may be increased or decreased which will be on the desecration of BHEL estate department.
13. In this contract GST shall be applicable. For this GSTIN is required. No payment shall be made unless GSTIN is submitted.
14. GST shall be reimbursed as per actuals.
15. The tenderer should ensure correct nature of work required to be done prior to quoting the rates.
16. Rate quoted less than "20% below" and more than "10% above" for worked out item will stand rejected and will not be considered.
17. All type of mishap/ injury etc. caused to their staff engaged for the execution of work shall be the responsibility of the contractor and all staff shall be covered under group insurance policy.
18. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
19. Tax / Cess & I.T, etc. shall be applicable as per Govt. rules & regulations.

20. LD & Penalty Clause:

21. LD @0.5% per week* from date of completion (Maximum of 10% of contract value) shall be applicable if contractor fails to complete the work within agreement period.

(a) LD shall be applicable only if the delay is attributable to contractor.

Note: - *Week shall be count from 4th day to 7th day. "Week" shall also include Sunday/Holiday also for calculation.

22. All payment will be subject to deduction of income tax / trade tax / any other tax etc. at source as per applicable rules.
23. Income tax (TDS) will be recovered as per rules.
24. No payment shall be made for the work done without the permission of engineer In charge.

25. All payment will be made through e-mode.
26. Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 60 days normally after receiving the clear bills in finance.
27. The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bills.
28. Final bills against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within one month normally after receiving the clear bills in finance.
29. Payment shall be made as per accepted rates for the satisfactory work done.
30. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
31. Contract may be cancelled at any stage without assigning any reason and Contractor/Tenderer shall not have any claim in this regard.
32. If any information/documents submitted by the Contractor/Tenderer is/are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.
33. In-case more than one Contractors quote equal L-1 rates, lottery shall be drawn among L-1 parties to decide one L-1 party.
34. If required, work can be done anywhere in the township of BHEL Haridwar as per direction of Engineer In-Charge.
35. Contractor has to complete the work within the given period of completion.
36. **Rates should be quoted on overall percentage basis for items given in the bill of quantity (which should be inclusive of all taxes and duties as applicable exclusive of GST). Rates should be quoted in figures as well as in words.**
37. **Cutting/overwriting on quoted rates should be avoided by the contractor. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.**
38. **In case scheduled items & worked-out items are included in BOQ, the contractor must quote rates for both items. L-1 will be judged on cumulative quoted value for all items of the work.**
39. **Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.**
40. **Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.**
41. **Contractor fill up the offer in all respect. Incomplete offer is liable to be rejected. If undertaking provided in the tender document is not properly filled, offer is liable to be rejected.**
42. **Conditional offer will be rejected.**

43. HEALTH, SAFETY & ENVIRONMENT RELATED

- a. Scaffolding and safety arrangement to be made by the contractor wherever required.

- b. The contractor has to ensure safety of workmen, material, plant & machinery, including making available and ensuring use of all safety equipment, personal protective equipment (PPE's) etc failing which BHEL shall be free to provide necessary PPE's at the risk & cost of contractor.
- c. All type of mishap/ injury etc. caused to their staff engaged for the execution of work shall be the responsibility of the contractor and all staff shall be covered under group insurance policy.

44. TERMS OF PAYMENT AND TAXES

- (i) No advance payment shall be paid to the contractor.
 - (ii) No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.
 - (iii) After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.
 - (iv) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance.
 - (v) Final bills against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within two months normally after receiving the bills in Finance.
 - (vi) Payment of GST will be made on actual applicable GST rate.
 - (vii) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
 - (viii) Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.
- a. **SECURITY DEPOSIT RELATED:** In case of (a) small value contracts not exceeding Rs 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit
 - b. Measurement shall be taken jointly by any person / persons duly authorized on the part of the BHEL & the Contractor. The Contractor shall provide assistance with appliance and other things necessary for measurement without extra charge. If the Contractor/their representative fails to attend when required for measurement, the Engineer In-Charge shall have the power to proceed by himself to take measurements and in that case, these measurements shall be deemed to have been accepted by the Contractor as final. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the Contractor under different items of Bill of Quantity. These entries will be counter-signed by the Contractor or his duly authorized representative.
 - c. Payment shall be made as per accepted rates for the satisfactory work done as per details given in item & its specification.
 - d. No payment shall be made for the work done without the permission of Engineer In-Charge.
 - e. Running Bill payment against the work executed shall be made to the Contractor after recording on Measurement book by authorized BHEL representative & agreeing by the Contractor's representative and duly checking by Engineer In-Charge.

- f. The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on Contractor's part. No claim will be entertained after signing the final bills.
- g. All payment will be subject to deduction of income tax/ trade tax etc. at source as per applicable rules.
- h. All payment will be made through e-mode.

45. Termination of Contract for Death: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the Contractor's authorised survivors.

46. Recovery from Contractor: Whenever under the contract, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

47. Post Technical Audit of Work and Bills: BHEL reserves the right to carry out a post payment audit/ technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the preceding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

48. The Contractor shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from BHEL to make progress or other payments.

49. As a matter of Administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.

50. Any other applicable Cess and/or Tax not mentioned above shall be borne by the Contractor. The rates quoted shall be deemed to include all such applicable Cess and/or Tax of both Central & State Governments. The contractor shall indemnify BHEL from all such claims in this regards.

51. Any deviations to the specification of items shall be with prior approval as per site requirement.

52. CONTRACTOR'S OBLIGATIONS

- a. Contractor shall supervise the work allowed to him and to be carried out by his employees.
- b. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. such employees should possess requisite skills, proficiency, qualification, experience etc.
- c. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- d. Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership firm/ company, place of work, contract number and duration of validity of card.
- e. Contractor will be responsible for the good conduct of his employees. in case of any misconduct/ misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- f. Contractor will ensure that the jobs are being executed through his employees on his rolls and shall not sub-contract the job.
- g. Contractor 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 Contractor shall lie exclusively with him.
- h. Contractor to provide safety appliances and safety shoes to his employees. the Contractor shall be responsible for enforcing all safety regulations as applicable.
- i. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- j. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In-case Contractor decides to terminate services of his employees; he should settle all terminal dues including retrenchment compensation.

53. Towards Statutory Liabilities:

- a. All statutory requirements under The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, Employees' Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, the Contract Labour (Regulation and Abolition) Act 1970, the Payment of Bonus Act 1965, Income-tax Act, 1961, Service Tax Act and Rules as Amended by Finance Act 2016 and all other applicable acts shall be complied with by the contractor.
- b. Contractor shall comply with all statutory requirements, rules and regulations notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
- d. Contractor to provide PF passbooks to his employees and ensure payment of PF, under EPF & MP Act 1952 to the RPFC.
- e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership no. card of each employee.
- f. Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h. Contractor shall be solely responsible for non-payment / delayed payment of Wages/DA, Contributions under EPF & MP Act, ESI Act etc.
- i. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bill under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j. Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k. The liability for any compensation on account of injury sustained by an employee of the contractor will exclusively be that of the contractor.
- l. Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of the wage period in the presence of the authorized representative of contract operation division.
- m. Contractor to obtain license under The CL (R&A) Act, 1970.

54. Towards Supply of Tools, Tackles & Materials

- a. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary, contractor may take insurance policy of his men, material, equipment and tools and tackles.
- b. Contractor shall provide safety appliances & PPEs and maintain the same at his own cost which may be required under the statute or otherwise.
- c. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

Annexure-A**Details of Bid & Bidder (To be filled by bidder)**

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): _____

(g) Address of the Bidder: _____

(h) E-mail address of the bidder: _____

(i) Contact No. of the Bidder: _____

(j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought): _____

(k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought): _____

Annexure-B

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

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 per the latest audited financial year
 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 (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

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.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

Annexure-C**UNDERTAKING***(By the tenderer)*

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Instructions to Tenderer, General /Special Conditions of Contract and agree to abide by the same.
2. **I/We have submitted the signed tender document in Part-1 of the offer. Part-2 offer i.e. price bid contains only the BOQ and the quoted rate.**
3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
4. I/ We shall abide by the GST Act/ Rules as applicable.
5. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
6. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
7. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
8. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
9. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
10. I/ we shall maintain valid labour licence throughout the period of contract.

Annexure-D**UN-PRICED BID**

Estimated Cost : Rs 4.02 LACS			Time of comp. : 06 month		
Earnest Money : Rs. 8046			Tender Cost : Rs 200/-		
BILL OF QUANTITY					
S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
BASED ON WOI ITEMS					
1	Miscellaneous work by JCB in township in BHEL Haridwar(Removal of encroachment, lifting of loose tree from different location form township, cutting & cleaning of bushes & shrubs, excavation of unauthorized way in different sector at Township, cleaning of ravines, excavation of ditch regarding stopping the unauthorized mining ,Bridge work of soil etc. in (all respect as per instruction engineer in charge)	540	Hrs	744.96/-	402278.40/-

Note:-

- Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.

Annexure-E**PRICE BID**

PART-II

Estimated Cost : Rs 4.02 LACS			Time of comp. : 06 month		
Earnest Money : Rs. 8046			Tender Cost : Rs 200/-		
BILL OF QUANTITY					
S.NO.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
BASED ON WOI ITEMS					
1	Miscellaneous work by JCB in township in BHEL Haridwar(Removal of encroachment, lifting of loose tree from different location form township, cutting & cleaning of bushes & shrubs, excavation of unauthorized way in different sector at Township, cleaning of ravines, excavation of ditch regarding stopping the unauthorized mining ,Bridge work of soil etc. in (all respect as per instruction engineer in charge)	540	Hrs.	744.96/-	402278.40/-

Rate quoted by the tenderer in percent (above/ below/ at par) for the rates given above.	In figures → % above/ below/ at par (tick the relevant)
	In words →	

Note:-

- Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.