

PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
10. Rate shall be quoted for each item inclusive of all but exclusive of GST which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
11. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on mobile No.- 8800957694 or at e-mail: omender@bhel.in.



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16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if the so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

B. PRE QUALIFYING CRITERIA:

- 1) The Earnest Money Deposit (EMD) of **Rs. 9,915/-** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - 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)

Tender not accompanied with EMD will not be accepted except for MSE Suppliers having valid NSIC certificate along with tender in line with Clause No. 35 of General Terms & Conditions.
- 2) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- 3) The bidder should have **PAN No.** Self-attested copy of PAN Card is to be submitted.
- 4) Bidder should have **GST Registration No.** Self-attested copy of Service Tax Registration is to be submitted.
- 5) The bidder's average annual financial turnover should be **Rs. 1,48,738.00** or above for the last 03 financial Years (2014-15, 2015-16 & 2016-17 ending 31st Mar 2017). Self-attested copies of Balance Sheet, Profit & Loss Account Certified by CA along with copies of Income Tax return of last three financial years ending 31st Mar 2017 to be submitted.
- 6) Self-attested copies of Work Orders/ Award letters/ Contract Agreement in support of proof of experience for the works executed by the bidders during last 7 years ending on **31/10/2017**. The Work Orders/ Award Letters of similar work (Similar work means execution of making steel structure at Sites, Official Buildings, Residential Flats/ Townships etc.) shall only be acceptable. The value of work experience should be as follows:
 - a) Three similar completed jobs/ services/works costing not less than **Rs. 1.98 lakhs** each.
or
 - b) Two similar completed jobs/ services/ works costing not less than **Rs. 2.47 lakhs** each.
or
 - c) One similar completed jobs/ services/ works costing not less than **Rs. 3.96 lakhs**.
- 7) Un-Price Bid as per Annexure – I.
- 8) The Bidder must Submit a declaration (enclosed at Annexure –II), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 9) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- 10) Bidder must submit the bidder's details in the enclosed format Annexure-IV.
- 11) Bidder must submit GST compliance certificate as per Annexure - V.

C. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.



ओमेन्द्र सिंह
व.ि. अभिलेखा (भा. सं.-टीएफके)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) The rates quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- 9) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 10) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the techno-commercial bid.
- 11) **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. Evaluation of Price Bid will be done on overall L-1 rate inclusive all including GST (on Sl. No.- 8 of Price Bid). The decision of BHEL will be final in this regard.
- 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - 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.
 - 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 to (a) and (b) above.
 - d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 13) **COMPLETION PERIOD:** The work completion period will be for **Three (03) months** from the date of placement of order. Entire work has to be completed within the contract period failing which liquidated damages (L.D.) will be imposed as Sl No. 23 &24 mentioned below.
- 14) **QUANTITY VARIATION:** The quantity of any item mentioned in the BOQ may vary $\pm 15\%$ during execution of work due to site requirement but the total executed value of work shall be within the budget.
- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.

- 16) The contractor should have **PF code number & ESI code number** before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.
- 17) Store and Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 18) The contractor will be responsible for the quality of the work and it is to be guaranteed for a period of six months from the date of actual completion of contract.
- 19) Period of guarantee/ maintenance shall mean the period of six months which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 20) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions:-
- Water & Electricity shall be provided free of cost.
 - Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer Incharge.
 - BHEL do not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- 21) **TAXES AND DUTIES:**
- All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules/ any other Act or rules.
 - To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL.
 - GSTIN of BHEL will be provided to the contractor by BHEL along with work order.
 - Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & Rules/ any other Act or rules as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
 - Contractor shall issue GST compliant invoice in the name of BHEL.
 - Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
 - In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/ leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (g) above.

- i) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

22) PAYMENT TERMS:

- a) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- b) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- c) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- d) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- e) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- f) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- g) No advance payment or the payment for mobilization of work will be made to the contractor.
- h) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- i) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in 2 months.
- j) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- k) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
- l) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- m) Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law. The bills along with supporting documents shall be accepted on fortnightly basis and the payment, excluding GST & notional interest thereon, shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause above in Taxes & Duties.
- n) **PROGRESS OF WORK AND PENALTY FOR DELAY:** The L.D. will be imposed @ ½ % (i.e. 0.5 %) per week of delay. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD will be calculated on the total contract value.

- 23) **L.D. FOR BAD QUALITY OF WORK:** If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.
- 24) Tender LD i.e. for delay as well as quality is to be considered in TOTO i.e. total LD shall be 20% of the contract value.
- 25) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
- 26) The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.
- 27) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 28) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 29) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 30) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 31) **EARNEST MONEY DEPOSIT (EMD):**
- a) The Earnest Money Deposit (EMD) of **Rs. 9,915 /- (Rupees Nine Thousand Nine Hundred fifteen only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
- 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)
- b) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- c) EMD of the tenderer will be forfeited if:
- a) 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.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- c) 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.
- d) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- e) EMD shall not carry any interest.
- f) EMD of successful tenderer will be retained as part of Security Deposit.
- 32) **SECURITY DEPOSIT:**
- a) 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. The security deposit should be collected before start of work by the contractor.



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- b) Security deposit may be furnished in any one of the following forms:
- Cash (as permissible under the Income Tax Act)
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - 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)
 - Securities available from Indian Post offices such as National Saving 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)
- At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) Security Deposit shall be released to the Contractor only after six months of successful completion of work as per terms of the contract.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 33) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 34) **MICRO AND SMALL ENTERPRISES (MSE):-**
Any bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc, in support of the same along with their techno-commercial offer.

Type under MSE	SC/ ST owned	Others
Micro		
Small		

Note:- If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as Annexure- VI) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission

Omender

 ओमेन्द्र सिंह
 ब. वि. अभिलेखा (भा. सं.-टीएफके)
Omender Singh
 Sr. Engineer (HR-TAX)
 भारत हेवी इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोडा
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

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- 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.
- b) Participating MSEs quoting price within price band of L1 + 15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1 + 15%.
- 35) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 36) **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 the contractor shall pay the claim on demand without any terms & conditions.
- 37) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and 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 proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 38) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 39) **TERMINATION CLAUSE: -** The Contractor shall execute the work to the best satisfaction of the Engineer-In-Charge. In case of continued unsatisfactory work done by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the work of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit Amount deposited by the Contractor.
- 40) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

41) **SPECIAL CONDITIONS RELATED TO THE WORK**

- a) The subject work includes:- cement pavement , barricading the meter panel with steel mesh gate and other associate works in BHEL Township, sector-17, Noida.
 - b) All tools & tackles like, hammer, chisels, grinding/cutting machine, screw driver, player, testing equipment etc. will be arranged and provided by contractor at his own cost. No tools or testing equipment will be provided by the BHEL.
 - c) The typical drawing of the subject work is enclosed and at “Annexure- VII”. It may be noted that this is the rough drawing for indicative purpose only and subjected to modification as per site requirement. Actual site drawings will be made available to the successful tenderer before the start of work.
 - d) The tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working condition to get all their doubts clarified regarding the above work before submitting the offer.
 - e) The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge’s clarification and decision will be final and binding on the contractor.
 - f) All the materials shall be arranged by the contractor. No materials shall be issued by BHEL.
 - g) Proper curing of all cement work as per IS specification shall be done by contractor on no extra claim.
 - h) The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
 - i) The work will be done up to the satisfaction of engineer in charge. If the quality of work is not up to the mark re-work will be done without any extra claim.
 - j) Before start of work in a block the resident will be informed 24 hours in advance by the contractor.
 - k) The work will be done as per the convenience of residents. Any misconduct with the residents will not be tolerated and suitable action will be taken as per rules.
 - l) Any damage of BHEL material like cable, PVC pipe, board, MCB, Meter etc. or resident’s belonging due to the mishandling or negligence of contractor’s worker, the recovery will be done from the contractor.
 - m) After completion of the work in a building the contractor will remove all unwanted material/ debris /rubbish from the site and will dumped at dumping site by the contractor up to the lead of 300 meters at no extra claim.
- 42) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 43) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 44) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

D. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 6) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 9) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.

- 11) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 12) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, meter etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 13) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 14) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 15) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 16) Contractor to get all his employees insured against all type of risks at his own cost.
- 17) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 18) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 19) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 20) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 21) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

For & On behalf of 'BHEL'

(Omender Singh)
Sr. Engineer (HR-TAX)
On behalf of "BHEL"

UN- PRICE BID

Name of Work : Steel Work for Barricading the Meter Panels in BHEL Township, Noida.
NIT No.- : 36: AA: NOI: ADMN.MPB:112:2017-18 dated 16.11.2017
Period of Completion : 03 Months from the date of placement of order.

Sl. No.	Description of Item	unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Dismantling doors, windows and clerestory window (steel or wood) including chowkhata, architrave, holdfasts etc, complete and stacking within 50 metres lead : Of area 3 sq.metres and below	each	60.00	xxx	xxx
2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	3500.00	xxx	xxx
3	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)	sqm	150.00	xxx	xxx
4	Welded steel wire fabric of required width having rectangular mesh painted with two or more coats of enamel paint of approved shade over a coat of primer (Priming & Painting to be paid for separately).	kg	1050.00	xxx	xxx
5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	sqm	600.00	xxx	xxx
6	TOTAL(in Rs.)				xxx
7	GST @ _____% on amount mentioned at Sl. No. 6				xxx
8	NET TOTAL (in Rs) (7 + 8)				xxx
Total Offer value in words: Rupees xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx					

(Signature & seal of the contractor)



ओमेन्द्र सिंह
 ब.ए. अभियंता (भा. सं.-टीएफके)
Omender Singh
 Sr. Engineer (HR-TAX)
 भारत हेवी इलेक्ट्रिकल्स लि., एस्टेट कार्यालय, सेक्टर-17, नोएडा
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ANNEXURE:II

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the contractor)

Place:

Date:



Omender
ओमेन्द्र सिंह
वरि. अभियंता (भा. सं.-टीएफके)
Omender Singh
Sr. Engineer (HR-TAX)
भारत भारती इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ANNEXURE: III

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)




ओमेन्द्र सिंह
वरि. अभियंता (भा. सं.-टीएफके)
Omender Singh
Sr. Engineer (HR-TAX)
भारत भारती इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ANNEXURE: IV

BIDDER'S DETAILS

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

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

(Signature & seal of the contractor)



ओमेन्दर सिंह
वरि. अभियंता (भा. सं.-टीएफके)
Omender Singh
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भारत हेवी इलेक्ट्रिकल्स लि., एस्टेट कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ANNEXURE- V

Declaration of GST Benefits

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

(Signature & seal of the contractor)

Place:

Date:




ओमेन्द्र सिंह
वरि. अभियंता (भा. सं.-टीएफके)
Omender Singh
Sr. Engineer (HR-TAX)
भारत भारती इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

Certificate by Chartered Accountant on letter 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 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 forMicro / 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)

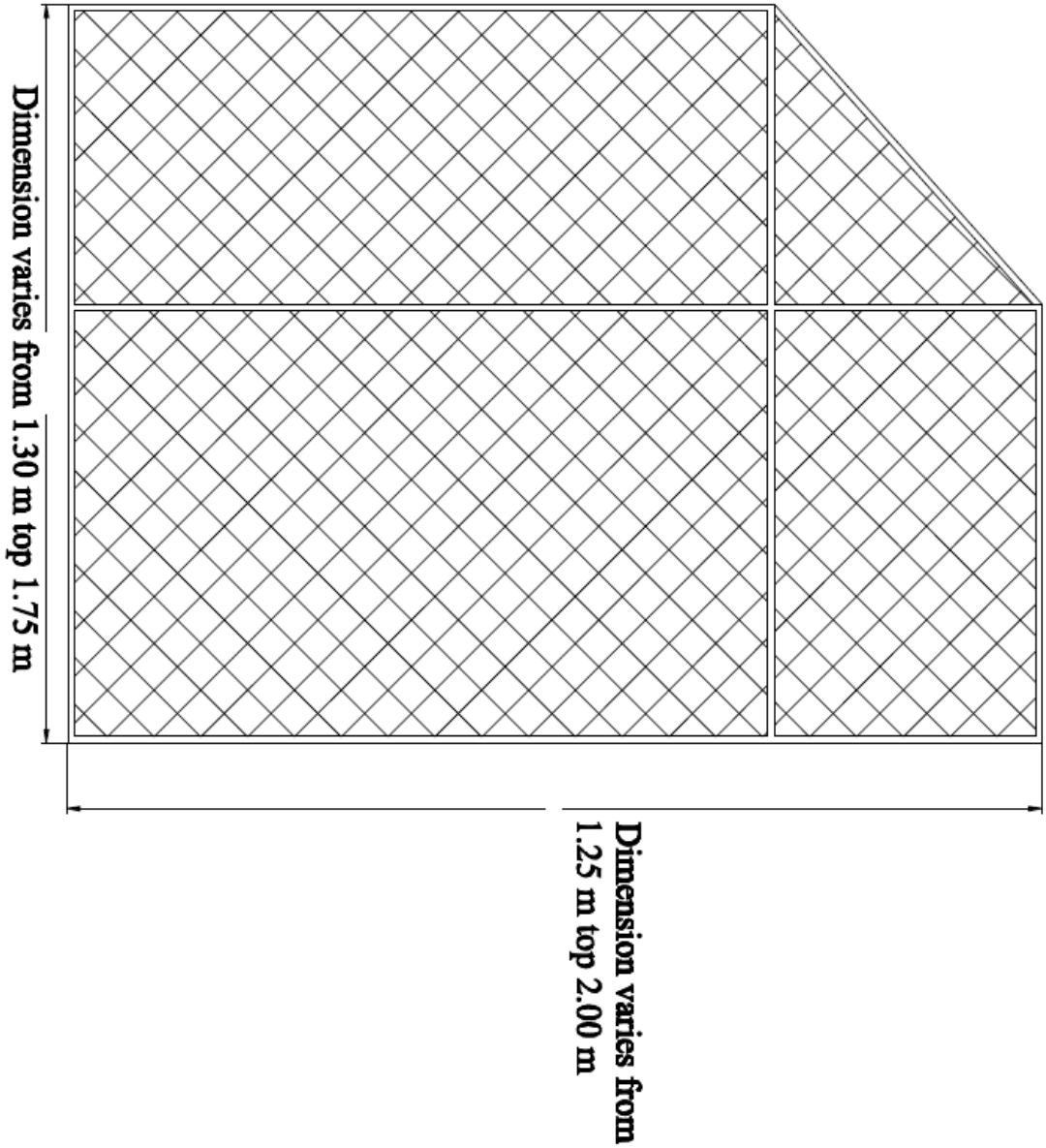
Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE: VII

**TYPICAL SKETCH OF PROPOSED M S FRAME WORK FOR METER PANEL
(not to scale)**



Omender
**Omender Singh**
Sr. Engineer (HR-TAX)
भारत भारती इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida