



**Bharat Heavy Electricals Limited**  
**(A Govt. of India Undertaking)**  
**Power Plant Piping Unit, Thirumayam - 622 507, Tamil Nadu**  
**CONTRACTS DEPARTMENT**

**Contact No. 04333-279554**

**Email: nraja@bheltry.co.in**

**Tender No: PPPU: WC:17:015**

**Tender Notice**

**Dt. 24.08.2017**

Sir,

Sub : Open Tender inviting Technical & Price Bid for **“Leased Transitory Accommodation at PPPU, BHEL - Thirumayam”**

Interested Bidders/Vendors shall submit their offer for the following scope of work as per the conditions given in this Tender Notice.

Scope of work:	<b>“Leased Transitory Accommodation at PPPU, BHEL - Thirumayam”</b>
Duration of Contract:	<b>3 Years</b>
Commencement of Work	<i>Within 15 Days from the date of Letter of Intent (LOI)/Work Order.</i>
Due Date and Time for receipt of Bid	<b>14.00 hrs. on 06.09.2017</b>
Date and Time for opening of Technical Bid.	<b>14.30 hrs. on 06.09.2017</b>
Date and Time of Reverse Auction / Price Bid Opening	<i>The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction / Price Bid Opening will be intimated to the Qualified Bidders separately.</i>

**EMD**

**₹ 3,700/-** (Rupees Three Thousand Seven Hundred Only) to be remitted through **online SBI - State Bank Collect** or submitted in the form of DD in favour of **“BHEL THIRUMAYAM”** Payable at Thirumayam, Pudukkottai Dist.”

**Note:** Exempt from the payment of EMD along with Tender is allowed for the bidders who

- are Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions
- Have produced valid NSIC or MSME Certificate (**Attested Copy**). Refer MSME (Bidders should suitably apply for availing exemption from payment of EMD by submitting any of the above listed documents along with a request letter.)

**MSME VENDORS:**

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 is provided 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 bids 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. Documents should be notarized or attested by a Gazette officer.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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**INSTRUCTIONS** : This Tender is subject to General terms & conditions, which is enclosed.

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".
- **Totally there will be 3 Separate covers.**

Cover Title	Pages of Tender document	Other required documents
<b>Technical Bid</b>	1 to 14	Copy of Pre-qualification criteria supporting documents for SI no 01 to 06 listed in page 3 of tender document - All stapled together or Spiral bound
<b>Price Bid</b>	15	Nil
<b>EMD</b>		1. Covering letter 2. Demand draft / copy of e-Receipt for State Bank Collect Payment / EMD Exemption proof.

- All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.
- BELATED and incomplete bids will become liable for rejection.

Thanking you,  
For Bharat Heavy Electricals Ltd.

N. Rajagopal  
SM/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
Contact No. 04333-279554  
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**I. PRE-QUALIFICATION CRITERIA:**

1. Earnest Money Deposit (EMD)
2. The contractor should have an Income Tax PAN Number as follows  
Proprietorship - PAN card shall be on Proprietor's name  
Public / Private Limited Company - PAN card on Company's name  
Partnership Firm - PAN card on Firm's name.
3. GSTN Registration number or Application reference number (i.e. GST REG-06 Certificate).
4. The Offered premises/building/apartment should be completely owned by the vendor.
5. The Offered premises/building/apartment should be free from encumbrance.
6. The accommodation facility shall be within 3km radius from BHEL PPPU Factory premises.

**II. ACCOMMODATION LAYOUT REQUIREMENTS**

Four rooms with Four bathrooms cum toilets (one Dinning Hall/one living room/Common Area, and one utility /washing space) in any one of the following types:

- a). Individual room type accommodation in one closed premises.
- b). 2BHK (2 Bed Room Hall kitchen) type accommodation.

**a) Individual room type accommodation in one closed premises:**

1. The area of each individual room shall be around 90 Sq. feet (i.e within the range of  $\pm 10\%$  of 90 Sq. feet) excluding adequate attached bathroom cum toilet area. The areas shall not be less than the lower limit, however, areas exceeding the upper limit will be acceptable.
2. Total 4 such rooms shall be provided
3. All bathroom/toilets, shall be attached within the room (inside the accommodation facility).
4. All rooms shall be inside safe closed premises.
5. Ceiling roof shall be minimum 9.5 feet in height and be made from Reinforced Concrete Cement(RCC).
6. The minimum dimension of either side of the room should be 8 feet.

**b) 2BHK (2 Bed Room Hall kitchen) type accommodation:**

1. Two 2BHK flats will be acceptable however four rooms with four bathrooms, cum toilets, and utility area shall be provided.
2. Any 2BHK apartment shall be fully leased to BHEL, sharing with any other tenant will not be acceptable.
3. The area of each individual room shall be around 90 Sq. feet (i.e within the range of  $\pm 10\%$  of 90 Sq. feet) excluding adequate attached bathroom cum toilet area. The areas shall not be less than the lower limit, however, areas exceeding the upper limit will be acceptable.
4. Ceiling roof shall be minimum 9.5 feet in height and be made from Reinforced Concrete Cement(RCC).
5. Each 2BHK shall have 2 bathrooms cum toilet, preferably both attached or one attached and one common so that there is one bathroom cum toilet for each room.
6. The minimum dimension of either side of the room should be 8 feet.

**OTHER FACILITIES / FEATURES:**

1. The rooms/apartment with attached bathroom and toilet shall have doors/windows etc. to ensure adequate ventilation without any disruption to individual privacy of the occupants.
2. Suitable continuous Electricity/Power connectivity to be ensured by owner.
3. Continuous supply of water to be provided by the owner in the apartment (i.e. inside, bathroom etc.), in case of any shortage, owner will have to make alternate arrangement. Preferably both Cauvery Water and Municipal water supply to be made available by the owner.
4. Fixture/Furnishing, including AC, fixing permission to be given by the owners, which will be dismantled at the end of the contract period.
5. Parking area for at least 2 cars to be provided.

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6. The rooms shall have closed cupboards.

7. Bathroom shall be provided with exhaust fan and ventilator.

8. All the applicable statutory taxes viz. property, water tax, municipal tax etc., are to be paid by the owner.

9. The apartment(s) shall be provided with adequate minimum facilities like fans, tube light in all rooms, common space etc.

**III. LOCATION.**

1. Accommodation shall be at a safe/decent location for safe/comfortable stay of employees/executives including women employees/executives also.
2. The accommodation shall be well connected with a proper motorable road.

**Verification**

Before opening price bid, a team of BHEL officials will visit the offered property for verification. In case of any deficiency from the Specification for Accommodation is found during verification, the bid will be summarily rejected/disqualified without citing any reason by BHEL.

**IV. COMMERCIAL TERMS & CONDITIONS:**

Tenders are hereby invited from contractors meeting the qualifying criteria as stated. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum if any, while submitting their bid.

**Refundable Advance**

A refundable advance of three months' rent i.e. 3 x total monthly rent will be paid to the vendor. The said advance amount will have to be refunded by the vendor immediately at the end of the contract period or termination/ short closing of contract during the contract period whichever is earlier. The advance amount will not carry any interest.

**BHEL Scope**

- Electricity consumption charges for the BHEL occupied portion
- All furniture (cots, dining table, sofa, chairs etc.), furnishings (door and window curtains, AC, Water heater

**01. RATE:**

- a. Rate should be quoted in Rupees as numerals and in words in the attached **price bid format**. Rates quoted in any other format will not be accepted and will be rejected. The RENT for FOUR rooms per month shall be quoted.
- b. The rates quoted should be **exclusive of GST** (but inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor).
- c. The rates quoted in the tender shall remain **valid** throughout the contract period of three years.
- d. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- e. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- f. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.

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- g. *Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.*
- h. *In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.*
- i. *Every tender must be accompanied by Earnest Money Deposit in the form of Pay order, SBI Collect or Demand Draft in favour of BHEL, Thirumayam. EMD shall not carry any interest.*
- j. *Earnest Money Deposit will be refunded to the bidders within 15 days on finalization of the award of work.*
- k. *BHEL reserves the right to*
- i) *Cancel the tender at any stage.*
- ii) *Finalize the contract through Reverse Auction / Price Bid Opening.*
- iii) *Negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.*
- l. *BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*
- m. *In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.*
- n. *All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.*
- o. *GST and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also GST Registration / GST application reference number have to be provided as applicable.*
- p. **Taxes and Duties:**
1. *GST portion of invoice will be released only upon:*
- 1.1 *Vendor declaring such invoice in his GSTR-1 and*
- 1.2 *Receipt of goods and tax invoice by BHEL and*
- 1.3 *Confirmation of payment of GST thereon by vendor on GSTN portal*
2. *In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills, SD etc) from BHEL.*
3. *In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills etc from BHEL.*

**Terms & Conditions of Reverse Auction**

*Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).*

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1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
6. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
9. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
10. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
11. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
13. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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

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

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

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Date

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

*As a reminder to the bidders, system will flash following message (in RED colour) during the course of "online sealed bid". "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".*

**02. PAYMENT TERMS:**

*Monthly rent will be paid to the contractor once in a month on receipt of error free invoices along with signed pre-stamped receipt and proof of having paid GST for the previous bills, if any.*

**03. CONTRACT PERIOD:**

- a) *Period of contract: 3 Years. However, BHEL reserve the right to short closed the contract before end of contract period.*
- b) *If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.*
- c) *The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one month's notice.*

**04. RISK PURCHASE:**

*In the event of any successful Tenderer, after award of LOI / Contract fail to fulfil any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, as per contract/Contract agreement, BHEL will exercise their right to arrange and execute the same through alternate vendor/departmentally at the RISK and COST of the service provider and excess expenditure if any incurred will be deducted from the subjected Service provider's running bill.*

**05 PENALTY CLAUSE**

*In Case the offered accommodation is not suitable to occupy at any point of time during the contract period (like unavailability of water, electricity etc.), Proportionate amount will be deducted from bills submitted by the contractor.*

**V. GENERAL TERMS & CONDITIONS:**

**01. DEFINITION:** *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" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.*
- b) *The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.*
- c) *The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.*

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- d) "The **Officer-In charge**" means, the Officer deputed by the Head of Dept. /Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "**working day**" means, any 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 down in the BHEL regulations.

**02. HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.

**03. ORDERS UNDER THE CONTRACT:** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**04. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

- Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**05. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :**

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

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*If the Contractor,*

- *being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors*

*OR*

- *being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,*

*OR*

- *Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.*

*OR*

- *Fails to carry out the work and unauthorized absence for more than 3 days.*

*Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.*

*In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.*

**06. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:**

**If the Contractor:**

- *makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;*
- *fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;*
- *BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by HOD/Executing Dept., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
**(A Govt. of India Undertaking)**  
**Power Plant Piping Unit, Thirumayam - 622 507, Tamil Nadu**  
**CONTRACTS DEPARTMENT**

**Contact No. 04333-279554**

**Email: nraja@bheltry.co.in**

**Tender No: PPPU: WC:17:015**

**Tender Notice**

**Dt. 24.08.2017**

**07. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR :**

*Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.*

**08. SPECIAL POWER TO TERMINATION:** *If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the HOD/Contracts Dept. or his authorized representative, 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 fore-closing of the work.*

**09. RECOVERY FROM CONTRACTOR:** *Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or he shall pay the claim on demand.*

**10. FORCE MAJEURE CLAUSE:** *If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.*

**11. ARBITRATION:** *All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the HOD/Executing Dept. / Contracts Dept., or Accepting Officer of the contract expressed to be final and conclusive shall be after written notice by either parties to the contract be referred to the sole Arbitration of Head of Unit / PPPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPPU-BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.*

*The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.*

**12. SIGNING OF CONTRACT:** *Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Tender No: PPPU: WC:17:015**

**Tender Notice**

**Dt. 24.08.2017**

*showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.*

**13. STATUTORY REQUIREMENTS:**

- ❖ *Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.*
- ❖ *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.*
- ❖ *Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.*

**14. REMOTE TRANSACTIONS:** *The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.*

**15. CHANGE IN CONSTITUTION OF FIRM:** *Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.*

**16. FRAUD PREVENTION POLICY:** *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.*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
**(A Govt. of India Undertaking)**  
**Power Plant Piping Unit, Thirumayam - 622 507, Tamil Nadu**  
**CONTRACTS DEPARTMENT**

**Contact No. 04333-279554**

**Email: nraja@bheltry.co.in**

**Tender No: PPPU: WC:17:015**

**Tender Notice**

**Dt. 24.08.2017**

**CERTIFICATE OF COMPLIANCE**

To  
DGM / Contracts  
Power Plant Piping Unit,  
BHEL – Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

- *Technical Bid*
  1. *Pre-Qualification Criteria.*
  2. *Accommodation Layout Requirements.*
  3. *Other Facilities / Features.*
  4. *Location.*
  5. *Commercial Terms & Conditions.*
  6. *General Terms & Conditions.*
- *Price Bid*

Total No. of Pages – 16 Pages

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

**If the contract is awarded to us the prices shall be kept firm till the completion of contract.**

**Contact Details**

Name and full address of the Company / Firm	
Name of contact Person with Designation	
Landline No., Mobile No., email ID:	
Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
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ANNEXURE - "A"

TECHNIAL BID

PRE - QUALIFICATION CRITERIA DETAILS:

S NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE
1	EMD (₹3,700)	DD No/SBI Collect Ref no. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only)
2	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. - _____ (Copy of PAN card Attached / Not Attached)
3	GSTN Registration number or Application reference number. Scanned copy of GSTN Registration number or Application reference number shall be submitted along with the bid.	Regn. No. - _____ PROOF ATTACHED / PROOF NOT ATTACHED
4	The Offered premises/building/apartment should be completely owned by the vendor. Proof for the same is to be submitted along with the bid.	(Proof Attached / Proof Not Attached)
5	The Offered premises/building/apartment should be free from encumbrance. Encumbrance Certificate dated after the tender date to be submitted along with the bid.	(Proof Attached / Proof Not Attached)
6	The accommodation facility shall be within 3km radius from BHEL PPPU Factory premises. Proof (self- declaration) for the same is to be submitted along with the bid.	(Proof Attached / Proof Not Attached)

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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Tender Notice

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**Accommodation Types offered (kindly tick the offered type)**

Four rooms with Four bathrooms cum toilets (one Dinning Hall/one living room/Common Area, and one utility /washing space) in any one of the following types:

Type - A

**Individual room type accommodation in one closed premises.**

1. The area of each individual room shall be around 90 Sq. feet (i.e with in the range of  $\pm 10\%$  of 90 Sq. feet) excluding adequate attached bathroom cum toilet area. The areas shall not be less than the lower limit, however, areas exceeding the upper limit will be acceptable
2. Total 4 such rooms shall be provided
3. All bathroom/toilets, shall be attached within the room (inside the accommodation facility).
4. All rooms shall be inside safe closed premises.
5. Ceiling roof shall be minimum 9.5 feet in height and be made from Reinforced Concrete Cement(RCC).
6. The minimum dimension of either side of the room should be 8 feet.

Type - B

**2BHK (2 Bed Room Hall kitchen) type Accommodation.**

1. Two 2BHK flats will be acceptable however four rooms with four bathrooms, cum toilets, and utility area shall be provided.
2. Any 2BHK apartment shall be fully leased to BHEL, sharing with any other tenant will not be acceptable.
3. The area of each individual room shall be around 90 Sq. feet (i.e within the range of  $\pm 10\%$  of 90 Sq. feet) excluding adequate attached bathroom cum toilet area. The areas shall not be less than the lower limit, however, areas exceeding the upper limit will be acceptable.
4. Ceiling roof shall be minimum 9.5 feet in height and be made from Reinforced Concrete Cement(RCC).
5. Each 2BHK shall have 2 bathrooms cum toilet, preferably both attached or one attached and one common so that there is one bathroom cum toilet for each room.
6. The minimum dimension of either side of the room should be 8 feet.

**NOTE: Documents submitted with the offer shall be signed & stamped in each page by authorized representative of the bidder, without which bids will not be considered for further evaluation.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
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Tender No: PPPU: WC:17:015

Tender Notice

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**PRICE BID FORMAT**

**ANNEXURE - B**

DESCRIPTION	UNIT of Measure	Total Quantity	RENT RATE for <b>ALL FOUR rooms per MONTH</b> Exclusive of GST (and inclusive of other taxes and duties, if any)
<b>MONTHLY RENT</b> for <b>ALL FOUR ROOMS</b> for the <b>ACCOMODATION OFFERED</b> (as per the terms and conditions of this BHEL tender)	MONTH	36 months	₹ _____/- per month  (Rupees _____ _____ _____ Only) per month

**Note: L1 bidder will be decided based on the minimum monthly rent of the technically acceptable bidder on single service provider basis.**

The bidders may kindly note that three month rent will be given by BHEL as advance as detailed in page no 04 /16 of this tender notice.

The rates shall be firm throughout the contract period. Monthly rent for ALL FOUR ROOMS shall be quoted.

Rates should be quoted in figures and words and are to be identical. There should not be corrections/over writing in price bid, wherever there is a difference in the two, **the rates in words will be taken as final.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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**Tender Notice**

**Dt. 24.08.2017**

**RTGS/NEFT FORM**

To  
 THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
<i>Details of Bank Account:</i>		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

*(Manager / Officer's)*  
 Signature Under Bank stamp and Name Seal  
 with Membership No:  
 (Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Place  
 Date

Signature of the Bidder  
 (NAME & ADDRESS WITH SEAL)