

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

बी एच ई एल सम्पदा कार्यालय/ BHEL ESTATE OFFICE

बी एच ई एल उपनगरी/ BHEL TOWNSHIP, सैक्टर/ SECTOR-17

नोएडा / NOIDA- 201301



TENDER DOCUMENT FOR

Modification works of Main Gate at BHEL Township sector -17 Noida.

निविदा संख्या/ NIT No.:37: AA: NOI: ADMN: MGM: 112: 2022-23 Dated: 20.02.2023

CONTENTS

1- सीमित निविदा आमंत्रित करने की सूचना / Notice Inviting Limited Tender from following bidders: -

Sl. No.	Name of Bidder
1.	M/s Gaur Corporation
2.	M/s Ananya Associates
3.	M/s Pukhraj Corporation
4.	M/s Raj Construction & Co.
5.	M/s Ganapati Creations
6.	M/s Uccotech
7.	M/s Atlength Builtech & Interior Pvt. Ltd.
8.	M/s Gravity Infrastructure
9.	M/s Atul Kumar
10.	M/s Perfect Engineers
11.	M/s Shamim Constructions
12.	M/s Jmd Constructions
13.	M/s Procon India
14.	M/s ABS Infra

जमा करने की अंतिम तिथि: 01-03-2023 15:00 बजे।

LAST DATE FOR SUBMISSION: 01-03-2023 at 15:00 Hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (का.) / Tel.- 0120-2553003/2553005

Email id:- omender@bhel.in, ravindraalawat@bhel.in

NOTICE FOR INVITING LIMITED TENDER**NIT No.:37: AA: NOI: ADMN: MGM: 112: 2022-23 Dated: 20.02.2023****Last date of Submission of Sealed Tender: 01-03-2023 at 15:00 Hrs.****Date of opening of Tender: 01-03-2023 at 15:30 Hrs.****Venue for opening of Tender: Estate Office, BHEL Township, Sector-17, Noida****Sub. : Modification works of Main Gate at BHEL Township sector -17 Noida.**

Dear Sir,

We are pleased to invite your most competitive offer for Renovation of Community Center at BHEL Township Sector-17, Noida as per following terms & conditions and Price Format:

PRICE FORMAT

Sl. No.	Item Description	Unit	Qty	Rate inclusive of all including GST (Rs.)	Amount inclusive of all including GST (Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	cum	5	181.85	909.25
2	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	cum	3	5789.6	17368.80
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by	cum	4	219.65	878.60

Signature & Seal of Bidder

Page 2 of 19

रविन्द्र कुमार अलावत
अभियंता (भा. सं.-टीएएवस)
Ravindra Kumar Alawat
Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

	ramming and watering, lead up to 50 m and lift upto 1.5 m.				
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	250	83.50	20875.00
5	Centering and shuttering including strutting, propping etc. and removal of form for :Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm.	20	552.05	11041.00
6	Carriage of material by mechanical transport including loading, unloading and stacking Lime, moorum, building rubbish Beyond 5 km upto 10 per km	cum.	15	104.94	1574.10
7	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	75	456.30	34222.50
8	Providing and fixing fly proof galvanized M.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with	Sqm.	8	781.25	6250.00

	wire of dia 0.63 mm all complete. With 12 mm mild steel U beading				
9	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . With float glass panes of 4.0 mm thickness (weight not less than 10 kg/ sqm) (Cost of aluminium snap beading shall be paid in basic item)	sqm	8	999.60	7996.80
10	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete, 150x10 mm	each	2	75.00	150.00
11	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete, 100 mm	each	2	52.85	105.70
12	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	each	2	1003.50	2007.00
13	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Single rubber stopper	each	2	33.95	67.90
14	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows	sqm	6	1046.9	6281.40

	shutters and partition frames with C.P. brass /stainless steel screws etc. complete as per architectural drawings and directions of engineer in- charge. Pre-laminated particle board with decorative lamination on both sides				
15	Providing at all heights, levels and locations Aluminium profile industrial troughed sheet of Alloy 31500/31000/40800, conforming to IS 1254, IS 737, IS 2676. The sheet shall be fixed using self drilling/ self tapping SS screws of size 5.5x65 mm with EPDM seal complete upto required pitch in horizontal, vertical or curved surfaces i/c cutting to size and shape where required as per specifications, detail drawings and direction of Engineer-in-Charge. The rate shall be inclusive of all screws, seal, ridge, labour, scaffolding, machinery for fixing and approved sealant where required etc. but excluding the cost of purlins, rafters and trusses. 0.71 mm thick, the profile detail width 1044/920 mm, cover width 1000/875 mm.	Sqm.	6	976.05	5856.3
16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	Kg	110	143.45	15779.50
17	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)	Cum.	5	7718.25	38591.25
18	Chequered terrazo tiles 22 mm thick with graded marble chips of size up to 6 mm in floors, jointed with neat cement slurry mixed	Sqm.	38	1240.6	47142.80




रविन्द कुमार अलावत
अभियंता (मा.सं.-टीएनएस)
Ravindra Kumar Alawat
Engineer (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

	with pigment to match the shade of the tiles, including rubbing and polishing complete, on 20 mm thick bed of cement mortar 1:4 (1 cement :4 coarse sand) : Medium shade pigment using 50% white cement, 50% ordinary cement				
19	Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.)	Kg	360	575.45	207162.00
20	Providing and fixing in position Stainless steel Grade 304 plate-1.0 mm thick as per design for expansion joints. 300 mm wide	Metre	20	1006.25	20125.00
21	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete	Sqm.	13	1030.3	13393.90
22	Providing and laying gang saw cut 18 mm thick, mirror polished pre moulded and pre polished machine cut granite	Sqm.	10	3725.9	37259.00

	stone of required size and shape of approved shade, colour and texture in footpath, flooring cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring in road side plazas and similar locations, laid over 20mm thick base of cement mortar 1:4 (1cement : 4 coarse sand) including grouting the joints with white cement mixed with matching pigment, epoxy touch ups etc. complete as per direction of Engineer-in-Charge.				
23	Total Amount inclusive of all including GST in ₹				4,95,038/-
24	Percentage Above/ Below(+/-) / at par with S. No. 23 in ₹				%
25	Total Amount inclusive of all including GST (@ _____ %) after quoting % of serial no. 24 (Rs)				
Total Amount inclusive of all including GST (in words): <i>Rupees</i>					

Note:

1. Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 24 of Price Bid format.
2. The same quoted percentage will be applied on every item of the BOQ.
3. Bidder have to write applicable GST % at Sl. No. 25 of above price format.
4. Work Order will be issued after applying quoted percentage and excluding GST portion for every item of BOQ and GST will be mentioned extra in Work Order in the same price format. The total amount mentioned at Sl. No. 25 will remain same in Work Order.




रविन्द कुमार अलावत
अभियंता (मा. सं.-टीएएक्स)
Ravindra Kumar Alawat
Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., रामपदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

A. INSTRUCTIONS FOR THE BIDDERS/TENDERERS:

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 page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. 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. This tender is invited from the Limited bidders only, to whom this tender is emailed. No tender will be accepted from other bidders.
4. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
5. Tender must be submitted in single part bid including all pages of tender document. The tenderer must submit their tenders in sealed envelope along with NIT No. & due date of opening written on the envelope.
6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
7. 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.
8. 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.
9. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
10. **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 Dy. Manager (HR-TAX), on Telephone No.-0120-2553003/2553005 or at e-mail: omender@bhel.in, ravindralawat@bhel.in**
11. The tenderers or their representative may attend the opening of Limited Tender, if they so desire. The tenders shall be opened on schedule date & time even if the bidders or their representative are not present.

B. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ 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.
- 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) The Bidder Must Submit a declaration (enclosed at Annexure -I), that the bidder has not been suspended / blacklisted by any organization.
- 5) No deviation certificate as per Annexure -II (enclosed) must be signed and stamped.
- 6) Bidder must submit the bidder's details in the enclosed format (Annexure-III).
- 7) The offer of the bidders who are on the banned list and 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.com




 रविन्द कुमार अलावत
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 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

- 8) 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.
- 9) Rates/amount/percentage 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.
- 10) The Rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes including GST.
- 11) 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.
- 12) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the tender bid.
- 13) Estimated rates have been disclosed and firm & fixed in the tender documents and only **percentage rate tenders** are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. **Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 24 of Price Bid format.** The same quoted percentage will be applied on every item of the BOQ. Any deviation by means of changing the estimated rate of an individual item or modification of quantity to be supplied will be treated as non-acceptance of tender terms and bid will be rejected.
- 14) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers.

Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. **Bidders have to quote a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 24 of Price Bid format.** The same quoted percentage will be applied on every item of the BOQ. Evaluation of Price Bid will be done on overall L-1 rate inclusive of all including all taxes and duties (i.e. on Sl. No.- 25 of Price Bid).

BHEL shall finalize successful tenderer by conducting **online Reverse Auction**. Date of conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid, the decision of BHEL will be final in this regard.

- 15) **REVERSE AUCTION:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 16) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - i) 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.
 - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

2/18

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- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- iv) If there is any discrepancy between total quoted amount and actual total amount after applying quoted percentage (above/ below/ at par), the actual total amount after applying quoted percentage shall be prevailing and corrected.
- v) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 17) **If GST is applicable to the bidder, then the bidder should provide the GST registration Certificate also.**
- 18) **COMPLETION PERIOD:** The completion period will be **20 Days** from the date of award of Work Order.
- 19) **QUANTITY VARIATION:** The excess variation in quantity of any item mentioned in the BOQ may vary 25 % and can be reduce upto any extent as per site requirement as per the direction of Engineer in charge during execution of work due to site requirement.
- 20) **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.
- 21) 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.
- 22) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 23) The contractor will be responsible for the quality of the work/services and it is to be guaranteed for a period of 12 months from the date of actual completion of contract.
- 24) Period of guarantee/ maintenance shall mean the period of 12 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.
- 25) **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 in charge.
 - BHEL do not guaranty 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.
- 26) **STORES AND MATERIALS ON SITE:**
- The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
 - All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
 - The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.

- iv) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- v) Contractor will remove the temporary stores/ structure before claiming the final bill.

27) TERMS OF PAYMENT: -

- i) No advance payment or the payment for mobilization of work will be made to the Contractors.
- ii) The payment of bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing bill.
- iii) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- iv) Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 45 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at S. No. 28 (Taxes & Duties). The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
- v) Engineer-in-Charge shall make payment for the actual executed quantity of work after recording joint measurement on Measurement Book (MB).
- vi) 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.

28) TAXES & DUTIES: -

- i) 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. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- ii) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- iii) GSTIN of BHEL is 09AAACB4146P2ZC.
- iv) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- v) 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- vi) Applicable GST shall also be recoverable from the contractor in case of LD recovery/ penalty on account of breach of terms of contract.
- vii) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- viii) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.

- 29) LD/PENALTY FOR DELAY & QUALITY: -** In case there is a delay attributable to contractor in completing the work in Completion period from the date of award of the Work Order, L.D./Penalty 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/Penalty will be calculated on the total contract value.

30) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

3 % of work order value

The security deposit should be collected before start of work by the contractor.

- b) Security deposit may be furnished in any one of the following forms:
- Cash (as permissible under the Income Tax Act)
 - Pay order / demand draft in favour of BHEL.
 - Local cheques of schedule banks, subject to realization.
 - Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - Fixed Deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
 - EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
 - The Security Deposit shall not carry any interest.
- (Acceptance of Security Deposit against Sl.No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c) The security deposit will be released only after completion of Guarantee/ Maintenance period of 12 months from the date of actual completion of work.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and may 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 dis-qualified because of liquidation / insolvency. The decision of BHEL in respect of such.
- e) Bidder agrees to submit performance security required for execution of the contract within 15 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

- 31) **TERMINATION OF CONTRACT:** BHEL may terminate the contract earlier by giving not less than ten day's written notice of termination to the successful tenderer, if the successful tenderer does not remedy a failure in performance of their obligation under the contract or without assigning any reason, within ten days after being notified and without prejudice to the rights of the Company to recover any amount becoming due under this Contract. In such a case, the Contractor shall not be



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entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.

- 32) **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.
- 33) **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.
- 34) **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.
- 35) **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.
- 36) **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 Risk & Cost Amount shall be calculated as follows: -

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual



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provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Increase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

C. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK: -

- 1) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications and relevant IS codes 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.
- 2) Modification of Main Gate of BHEL Township Noida includes the fixing of new foldable stainless Gate with sliding arrangement of separate Entry & Exit system, Widening of the gate including fixing of granite, one aluminum glazed guard post, separate pedestrian entry etc.
- 3) All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL. All materials, especially the Tiles will be approved by Engineer In-charge before use.
- 4) Care of existing structure etc. will be responsibility of the contractor.
- 5) All works shall be done with the approval of drawing of the works.
- 6) 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.
- 7) The work will be done up to the satisfaction of engineer in charge along with the residents of the flat. If the quality of work is not up to the mark re-work will be done without any extra claim.
- 8) Any damage of other than specified' due to the negligence of contractor's worker, the recovery will be done from the contractor.
- 9) The security deposit will be released only after carrying out required maintenance if any, to the entire satisfaction of Engineer In-charge.
- 10) After completion of the work, the contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 11) The Source of Water and Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.
- 12) Proper curing of all the cement work as per IS specifications shall be done by contractor on no extra claim.
- 13) **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. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- 14) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- 15) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 16) **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.
- 17) **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.

2/18

D. CONTRACTOR'S OBLIGATION:

- 1) "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Contractorss 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."
- 2) 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.
- 3) 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.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) 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.
- 6) 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.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.

- 12) 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.
- 13) 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, equipment, furniture 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.
- 14) 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.
- 15) 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
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 19) 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.
- 20) The Contractor 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.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) 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.

On behalf of "BHEL"

(Ravindra Kr. Alawat)
Engineer (HR-TAX)

 **रविन्द्र कुमार अलावत**
अभियंता (मानव संसाधन-टीएक्स)
Ravindra Kumar Alawat
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ANNEXURE- I

DECLARATION

I / We, do hereby declare that 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:



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ANNEXURE-II

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)

ANNEXURE- III**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
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	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

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

(Signature & seal of the contractor)

Signature & Seal of Bidder

Page 19 of 19



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