

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021



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

(Open Tender)

Tender Document

Name of Work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

Due date of Tender Opening: 28.05.2021

Type of Bid: Two Part

Place of Submission of Tender / Bid:

Through email at tendercell.heep@bhel.in

OR

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

1. *Himanshu Arora, Dy. Manager(WEX-WCS)*
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: harora@bhel.in;
Phone: +91-1334-281932; Fax: +91-1334-226460

2. *Shiv Charan Meena, Manager (WEX-WCS)*
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: shiv.charan@bhel.in
Phone: +91-1334-284137; Fax: +91-1334-226460

3. *Tenzin Norsang, DGM (WEX-WCS)*
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: tenzin_n@bhel.in
Phone: +91-1334-281176; Fax: +91-1334-226460

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

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 to the tender will be hosted on our website i.e. www.bhel.com/ www.bhelhwr.co.in only and will not be published in any other media.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

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

DETAILS OF TENDER DOCUMENT

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Cover page
2. Index
3. Notice Inviting Tender (NIT)
4. Details of Bid & Bidder (To be filled by bidder)
5. General Instructions to Tenderer
6. General Terms & Conditions of Tender
7. PRE-QUALIFICATION REQUIREMENT (PQR)
8. SPECIAL TERMS & CONDITIONS OF TENDER:
9. SCOPE OF WORK, TECHNICAL TERMS AND BILL OF QUANTITY
10. Un-price Price Bid
11. Annexure-X
12. Check List
13. No Deviation Certificate

Part-II (PRICE BID)

1. Price Bid (ANNEXURE-F)

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

| | | | |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------|
| Name of Dept | Works Engineering & Services (Works Contract Section) | | |
| Phone | 01334-281932 | Fax | 01334-226460 |
| Email Address | harora@bhel.in ; shiv.charan@bhel.in tenzin_n@bhel.in ; | | |
| Contact Person | Himanshu Arora | | |
| NIT Key. | 20210006 | Dated | 06.05.2021 |
| NIT No. | BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021 | | |
| NIT No. on www.bhel.com | | | |
| NIT No. on www.bhelhwr.co.in | | | |
| Type Of Tender | Open | | |
| #Tender Cost (in INR) | 200 (Inclusive of Taxes) & NIL for tender downloaded from website | | |
| EMD (in INR) | Rs. 1,068/- | | |
| Period of completion of work | 12 Months | | |
| Two Part Bid /single bid | Two Part Bid | | |
| NIT Value (in Rs.) | Rs. 53,385/- + GST extra as applicable | | |
| Last Date of Sale of Tender | 27.05.2021 | | Time : 01:00 PM |
| Last Date of submission of Tender | 28.05.2021 | | Time : 01:45 PM |
| * Date and Time for opening of Technical Bid | 28.05.2021 | | Time : 02:00 PM |
| Place Of submission of Tender | Through email: tendercell.heep@bhel.in Or Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand) | | |

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

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

Name of Work: “Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29”.

Contracting Executive Name: Himanshu Arora

Date:

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

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

Details of Bid & Bidder (To be filled by bidder)

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

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

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

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

(g) Address of the Bidder: _____

(h) Email Id and Contact No. of the Bidder: _____

(i) PAN No. Of Bidder (A copy of PAN Card to be submitted) _____

Note: If GST registration is not applicable, Bidder shall submit justification of the same and will also provide supporting documents.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

General Instructions to Tenderer

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

1.0 Quoting & Signing the Tender

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

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/ Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

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

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

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

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- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

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

5.0 Quoting

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

6.0 Participation

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

7.0 Validity of Offers:

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

8.0 Address for sending the offer:

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

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

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

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NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

Submission of E-mail bids:

1. Bidders may also submit tenders/bids through email from their official email id on tendercell.heep@bhel.in. Tenders/bids submitted through email should be in pdf format with separate password protection for both techno-commercial bid and price bid. The attached file name shall carry NIT/ Enquiry number and super scribed with techno-commercial Bid and Price Bid so that both bids can be separately identified before opening. The date and time of Price Bid opening will be informed to the technically qualified bidders normally two days before date of price bid opening.

Bidder is required to share the password for opening of techno-commercial bid/ price bid through email on tendercell.heep@bhel.in after 01:45 PM (IST) on the opening date of Techno-commercial bid/ price bid. Bidder to share the relevant bid opening password only. However, if no password is received up to 04:00 PM (IST) bids will not be opened and shall be ignored.

BHEL will not be responsible for any consequences that may arise due to submission of wrong password by the bidder.

Bidder submitting offer through email shall be super scribed as per subject below:

- a. Tender Enquiry Reference no. (NIT no.) _____
- b. Bid opening date (Part 1, Techno commercial) _____
2. Bid submission through email will be considered as consent to open the bid without physically witnessing the event.
3. Bidders may submit EMD and tender fee through Electronic Fund Transfer credited in BHEL account (before time/ date of tender opening i.e. 01:45 PM (IST) on the scheduled date and attach receipt of online transaction along with the techno-commercial bid. BHEL account details are as below:

NAME: BHEL HEEP COLLECTION A/C

ADDRESS: RANIPUR, HARIDWAR

ACCOUNT NO. : 10667995458

IFSC CODE: SBIN0000586

Note: -

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

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

General Terms & Conditions of Tender

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1. GENERAL

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

2. DEFINITIONS

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

(a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the

I/We agree with the above

Signature of Bidder/Contractor with Stamp

documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.

(b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".

(c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.

(d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.

(e) The "**CONTRACTOR**" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.

(f) The abbreviations" Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.

(g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.

(h) Accepting authority: As per BHEL Delegation of Power.

(i) "**APPROVED**" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

(j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.

(k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.

(l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.

(m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.

(n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

(o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.

(p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.

(q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

(r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.

(s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

3. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. (**FDR should be in the name of the contractor, a/c BHEL**)

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

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

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

(f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

(h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

4. SECURITY DEPOSIT

(a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

(b) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

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

5. COMMERCIAL TERMS

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

6. SPECIAL CONDITIONS FOR MSME

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

7. SETTLEMENT OF DISPUTES/ARBITRATION

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

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

8. RISK PURCHASE CLAUSE

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

9. FORCE MAJEURE CLAUSE

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

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

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

- i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

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

10. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

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

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS

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

12. IMPLEMENTATION OF INTEGRITY PACT (IP)

I/We agree with the above

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Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 2 Crore or above. This pact shall be considered as a preliminary qualification for further participation.

12A. INTEGRITY PACT (IP)

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

| SI No | IEM | Email |
|--------------|------------------------------------------|----------------------|
| 1 | Shri Arun Chandra Verma, IPS (Retd.) | acverma1@gmail.com |
| 2 | Shri Virendra Bahadur Singh, IPS (Retd.) | vbsinghips@gmail.com |

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

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

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

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

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

14. RIGHT OF ACCEPTANCE

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

I/We agree with the above

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

15. PRICE SCHEDULE

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

16. GST RELATED TERMS & CONDITIONS

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

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

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

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

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

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

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

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

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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

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

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

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

We hereby undertake that:

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

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

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filing or any other Non-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

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

17. SPECIAL POWERS OF TERMINATION

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

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment

I/We agree with the above

Signature of Bidder/Contractor with Stamp

(as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

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

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

19. OVERWRITING IN PRICE BIDS

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

20. GENERAL NOTES

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

I. The evaluation currency for this tender shall be **INR**.

m. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

PRE-QUALIFICATION REQUIREMENT (PQR):

PQR for acceptance of tender (s) are as under:

Offers of only those parties will be considered having valid competency license in section-29 of Factories Act-1948 issued by *Chief inspector of factories, Uttarakhand* and the validity of competency certificate in section-29 of Factories Act-1948 must be at least Six months from the date of opening of the technical bid (i.e Part-I) of the tender.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SPECIAL TERMS & CONDITIONS OF TENDER:

1. During the execution of work/ contract period party/contractor must maintain valid competency certificate as stated in PQR. In case competency certificate of the contract expires in between the contract period and the competency license is not renewed then the contract shall be terminated.
2. Party/Contractor undertakes inspection of cranes as per the instructions of Engineer in-charge. Crane wise schedule of inspection of cranes shall be provided from the office of Engineer in-charge and inspection shall strictly be done as per the schedule. Non adherence to schedule may attract cancellation of contract at the discretion of BHEL.
3. The schedule for annual Inspection, Testing & Certification for almost all 300 Equipment's as per BOQ shall be strictly between 21.07.2021 to 14.09.2021 and date of inspection shall be preponed if the dates happen to be a holiday so that none of the existing certificates expire before re-certification. Schedule for few lifting machines are beyond the above given time period. The individual due date of Inspection, Testing & Certifications as per last inspection shall be provided from office of Engineer-In charge Crane Maintenance.
4. Load shall be provided by BHEL for load testing.
5. Work shall be executed/ started with prior intimation to the Engineer in-charge.
6. During the execution of work party must ensure all safety precautions necessary for working at heights.
7. Inspection, testing & certification of lifting machines shall be done by the "competent person" in accordance with the mandatory conditions/instructions as written on the competency certificate issued from the office of the Chief inspector of factories, Uttrakhand.
8. BHEL reserves the right to short close the contract without assigning any reason (s) thereof at any stage.
9. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, environment related conditions, new safety clause and any other relevant conditions applicable time to time.
10. Contractor has to complete the work in time as per demand of the Engineer in-charge.
11. Quantities of equipment's for inspection, Testing & Certification may vary as per actual site requirement and payment for the same shall be as per Payment Terms.
12. The contractors are advised to see the site before quoting the rates.
13. Power of attorney / subletting will not be accepted for execution of work.
14. Rates shall be quoted in figures as well as in words and contractor must put his signature & seal on each page of the tender documents / undertakings, while submitting his offer, failing to which, tender may be liable for rejection.
15. The contractor shall have to carry out the work anywhere outside / inside factory area and nothing extra will be paid for any extra lead and lift for carrying out the work at various heights / conditions.
16. Emergency work arises if any, will be dealt on priority and arrangement for proper & timely completion of work will have to be done by contractor.
17. Party is required to bring the original certificate of Competency as required in PQR at the time of contract signing for verification purpose.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

18. The party should have a valid competency certificate, in section-29 of Factories Act-1948 issued by *Chief inspector of factories, Uttarakhand, throughout the contract period.*
19. For any Inspection in line with Clause 55-A (7) of Up Factories Rules, 1950 the call shall be given from the Office of Engineer In-Charge Crane Maintenance by email or phone and the inspection shall be completed within 2 working days or as per the intimated schedule.
20. **Period of Contract:** Period of contract shall be one year from the date as shall be specified in the work order issued on award of work and signing of agreement.

21. Payment Terms:

- a. Payment at the basic Quoted / Agreed unit rate for total number of equipment's (Cranes) on actual measurement basis for which annual Inspection, Testing & Certification as per section 29 of FA 1948 shall be made on successful completion of Inspection, Testing & Certification with compliance of all relevant conditions as per scope of work.
- b. For any Inspection, Testing and Certification beyond 300 Nos. as in BOQ and/or for inspection, Testing & Certification for second time or more in a year of any equipment in line with Clause 55-A (7) of Up Factories Rules, 1950, payment shall be made on actual measurement basis for such at the basic Quoted / Agreed unit rate for total number of Inspection, Testing & Certifications done beyond 300.
- c. Total basic amount payable= (Quoted/Agreed Unit Rate for Inspection, Testing & Certification of equipment) x (No. of Inspection, Testing & Certifications done)

Note:

1. *All the payments shall be made through e-payment after submission of following documents along with the GST Compliant final bill*
 - *E-payment form duly filled (Form will be provided by BHEL)*
 - *Income tax exemption letter (if applicable)*

22. Late Delivery / Penalty

- a. LD @ 0.5% per week or part thereof of the contract value for 300 No. of Equipment's Inspection, Testing & Certification calculated at quoted/agreed unit rate subject to a maximum of 10% shall be applicable for delay beyond scheduled date of completion of annual Inspection & Testing of equipment as *specified in the special terms & conditions*, for reasons attributed to the contractor.
- b. Delay in Inspection & Testing of equipment beyond 2 working days for inspection call for any Inspection in line with Clause 55-A (7) of UP Factories Rules, 1950 after any major maintenance in equipment/crane shall attract penalty at the rate of 0.5% per week or part thereof of the contract value for 300 No. of Equipment's Inspection, Testing & Certification calculated at quoted/agreed unit rate subject to a maximum of 10%.
- c. The cumulative penalty against clause 23 (a) and 23 (b) above shall not be more than 10% of the contract value calculated for 300 No. of Equipment's Inspection, Testing & Certification calculated at quoted/agreed unit rate.

23. The contractor shall maintain the following during the execution of contract, as applicable:

- i) Valid Competency Certificate under Section 29 Factories act 1948 issued by *Chief inspector of factories, Uttarakhand*

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

- ii) Valid labor license from Asst. Labor commissioner if applicable.
- iii) P.F. code (if applicable) and abide by the relevant laws & rules.
- iv) E.S.I. code (if applicable) and abide by the relevant laws & rules.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SCOPE OF WORK, TECHNICAL TERMS AND BILL OF QUANTITY

1. Scope of Work:

- a. Inspection, testing & certification of lifting machines shall be done by the "competent person" in accordance with the mandatory conditions/instructions as written on the competency certificate issued from the office of the Chief inspector of factories, Uttarakhand under Section29, Factories Act 1948.
- b. After Inspection & Testing, Certificates has to be provided in two original ink signed copies for each equipment Inspected & Tested.
- c. At least single copy of Certificates has to be submitted within 2 working days of Inspection & Testing of each lifting machines/cranes in the office of Engineer In-Charge Crane Maintenance and second copy of certificates have to be submitted before completion of contract.
- d. Compliance of Section 29 of factories Act and all corresponding relevant clauses/Sub-clauses of prevailing UP Factories Rules.
- e. Maintaining of Register of Inspection, Testing & Certification of lifting machines/cranes. Inspection Register has to be maintained and has to be submitted in the office of Engineer In-Charge Crane Maintenance at the time of completion of work or whenever demanded.
- f. Inspection, Testing & Certification for second time or more in a year of any equipment in line with Clause 55-A (7) of Up Factories Rules, 1950.
- g. Contractor needs to provide a lifting machine/crane wise summary sheet of all the inspection, testing and certifications made with the date of inspection and testing and next due date.

2. Technical Terms:

Party is required to submit self-attested copies of following documents along with the techno-commercial bid i.e. Part-I of tender.

- i. GST Registration in proper taxable category.
- ii. PAN Card.
- iii. Valid Competency certificate as required in PQR.
- iv. Certificate for PF code (if applicable else give undertaking for non-applicability of the same).
- v. Certificate for ESI code (if applicable else give undertaking for non-applicability of the same).

I/We agree with the above

Signature of Bidder/Contractor with Stamp

3. Bill of Quantity:

| S. No. | Item | Unit | Qty. |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|
| 1. | INSPECTION, TESTING & CERTIFICATION OF EOT/ JIB/ MONORAIL/ TELFER/ SUSPENSION/ GANTRY/ HAND OPERATED/ STACKER/ LIFT TYPE/ MOBILE CRANES & OTHER CRANES, CHAIN HOISTS ETC. INSTALLED IN HEEP AS PER THE STATUTORY REQUIREMENT OF FACTORY ACT 1948 SECTION 29. | Nos. | 300+75* |

*Additional Inspection, Testing & Certification (if required) in line with Clause 55-A (7) of UP Factories Rules, 1950 or otherwise.

Broad Classification of Equipment's Covered under the tender is as under (i.e. Breakup of 300 Equipment's above.)

| S. No. | Category of Equipment | Unit | Qty. |
|--------|------------------------------------------------------------------------|------|------|
| 1. | EOT Cranes of Capacity 50Ton & above | Nos. | 34 |
| 2. | EOT Cranes of Capacity greater than equal to 20 Ton & less than 50 Ton | Nos. | 17 |
| 3. | EOT Cranes of Capacity greater than equal to 5 Ton & less than 20 Ton | Nos. | 79 |
| 4. | EOT Cranes of Capacity less than 5 Ton | Nos. | 21 |
| 5. | JIB Cranes, Monorail & Telfer Cranes | Nos. | 76 |
| 6. | Suspension Cranes & Gantry Cranes | Nos. | 17 |
| 7. | Stacker Crane | Nos. | 2 |
| 8. | Hand Operated Cranes | Nos. | 6 |
| 9. | Electrical Hoist, Chain Hoist & Chain Pulley | Nos. | 2 |
| 10. | JIB cranes installed on machine tools | Nos. | 42 |
| 11. | Mobile Cranes | Nos. | 4 |
| Total | | | 300 |

Note:

1. The above Category and quantity (300 Nos.) of equipment's shall be annually inspected, tested and certified under section 29 of Factories Act 1948. No. of Inspection, testing & Certifications beyond 300 is not guaranteed as they are need based in line with Clause 55-A (7) of UP Factories Rules, 1950 or otherwise.

2. The list in the table above is tentative and actual site may be visited before participating in the tender.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

UNPRICED PRICE BID

(Not to be filled. However, this is to be signed and submitted with Techno-commercial Bid)

Estimated Cost: Rs. 53,385/- (GST extra as applicable)

Tender Cost: Rs. 200/-

Date of Opening of Techno-commercial Bid (PART-1): 28.05.2021

EMD value: Rs. 1,068/-

Period of Completion: 12 Months

BILL OF QUANTITY:

| Sl. No. | Item Description | Qty. | Unit | Estimated Rate per unit (i.e. per Lifting machine/ Crane) (in INR) | Quoted Rate per unit (i.e. per Lifting machine/ Crane) in Figures (in INR) | Quoted Rate per unit (i.e. per Lifting machine / Crane) in Words (in INR) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|--------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| (A) | (B) | (C) | (D) | (E) | (F) | (G) |
| 1. | INSPECTION, TESTING & CERTIFICATION OF EOT/ JIB/ MONORAIL/ TELFER/ SUSPENSION/ GANTRY/ HAND OPERATED/ STACKER/ LIFT TYPE/ MOBILE CRANES & OTHER CRANES, CHAIN HOISTS ETC. INSTALLED IN HEEP AS PER THE STATUITORY REQUIREMENT OF FACTORY ACT 1948 SECTION 29. | 300 + 75* = 375 | Nos. | 142.36/- | XXXX | XXXX |

*Refer the payment terms.

Note:

1. Rate should be quoted in figures as well as in words. No cutting / Over Writing is allowed in rates except as specified in General Terms & Conditions of tender. In case of contradiction between rate quoted in figure and Words, the same mentioned in Words will prevail.
2. GST shall be paid extra as applicable as per actuals.
3. Contractor needs to quote the rate of one time Inspection, Testing & Certification u/s 29 FA 1948 for one equipment.
4. Quoted rate upto two decimal places shall be considered for evaluation of bid and any figure beyond two decimal places shall be ignored and shall not be used for rounding off to two decimal places.

I/We have the read the Terms and Conditions and Contractual Obligation of contract as per the Techno-commercial Bid under this Tender Enquiry and undertake to fulfill all its requirement under the quoted rates.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

ANNEXURE-'X'

Certificate by Chartered Accountant on Letter Head

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

Further verified from Books of account that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by Ministry of small scale Industries vide its notification No. S.O. 1722(E) Dtd. October 5 , 2006):

Rs. Lacs

- 2. For Service Enterprises:** Investment in equipments (i.e. original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006):

Rs. Lacs

(Strike off whichever is not applicable)

The above investment of Rs..... Lacs is within permissible limit of Rs.....Lacs for..... (Micro/ small) (Strike off whichever is not applicable) category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name-

Membership No.-

Seal of Chartered accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Check List for Tenderer

| S. No. | Details of Criteria | Yes/No | Please fill the Detail / Remarks / Reference of documents attached in support of each point |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------|
| 1 | Tender Fees | | |
| 2 | EMD | | |
| 3 | Ink Signed & stamped on each page of Techno-commercial bid | | |
| 4 | Ink Signed & Stamped on each page of supporting Document | | |
| 5 | Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper | | |
| 6 | Price Bid (Part-II) kept in a separate envelope | | |
| 7 | MSME Documents (if applicable) as per General Terms & Conditions of Tender | | |
| 8 | Valid Competency Certificate as per PQR enclosed | | |
| 9 | Copy of GST Certificate | | |
| 10 | Copy of PAN card | | |
| 11 | Copy of PF Certificate (if applicable) or Undertaking for non-applicability of the same. | | |
| 12 | Copy of ESI Certificate (if applicable) or Undertaking for non-applicability of the same. | | |

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Inspection, Testing & Certification of Lifting Machines (Cranes) of BHEL-HEEP as per the Statutory Requirement Under Factory Act 1948 Section 29.

NIT No: BHEL/HEEP/WEX-WCS/21-22/6670/20210006 DT 06.05.2021

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRICE BID

Estimated Cost: Rs. 53,385/- (GST extra as applicable)

Tender Cost: Rs. 200/-

Date of Opening of Techno-commercial Bid (PART-1): 28.05.2021

EMD value: Rs. 1,068/-

Period of Completion: 12 Months

BILL OF QUANTITY:

| Sl. No. | Item Description | Qty. | Unit | Estimated Rate per unit (i.e. per Lifting machine/ Crane) (in INR) | Quoted Rate per unit (i.e. per Lifting machine/ Crane) in Figures (in INR) | Quoted Rate per unit (i.e. per Lifting machine / Crane) in Words (in INR) |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| (A) | (B) | (C) | (D) | (E) | (F) | (G) |
| 1. | INSPECTION, TESTING & CERTIFICATION OF EOT/ JIB/ MONORAIL/ TELFER/ SUSPENSION/ GANTRY/ HAND OPERATED/ STACKER/ LIFT TYPE/ MOBILE CRANES & OTHER CRANES, CHAIN HOISTS ETC. INSTALLED IN HEEP AS PER THE STATUITORY REQUIREMENT OF FACTORY ACT 1948 SECTION 29. | 300 + 75* = 375 | Nos. | 142.36/- | | |

*Refer the payment terms.

Note:

1. Rate should be quoted in figures as well as in words. No cutting / Over Writing is allowed in rates except as specified in General Terms & Conditions of tender. In case of contradiction between rate quoted in figure and Words, the same mentioned in Words will prevail.
2. GST shall be paid extra as applicable as per actuals.
3. Contractor needs to quote the rate of one time Inspection, Testing & Certification u/s 29 FA 1948 for one equipment.
4. Quoted rate upto two decimal places shall be considered for evaluation of bid and any figure beyond two decimal places shall be ignored and shall not be used for rounding off to two decimal places.

I/We have the read the Terms and Conditions and Contractual Obligation of contract as per the Techno-commercial Bid under this Tender Enquiry and undertake to fulfill all its requirement under the quoted rates.

I/We agree with the above

Signature of Bidder/Contractor with Stamp