

ORIGINAL COPY

TENDERER'S COPY

TENDER NOTICE**NIT_25958****CIVIL TENDER SCHEDULE NO: 03/15-16****FOR****“PAVING WORKS IN BUILDING AND ROAD AREA IN FACTORY PREMISES OF
BHEL GOINDWAL.”****PART1****VOLUME I – NOTICE INVITING TENDER****BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. Of India Undertaking)

INDUSTRIAL VALVES PLANT,**433, INDUSTRIAL COMPLEX****GOINDWAL SAHIB,****DISTT. TARN –TARAN,****PUNJAB, PIN-143422**

TENDERER

ACCEPTING OFFICER (BHEL)



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. Of India Undertaking)

ISO 9001, ISO 14001, OHSAS 18001 certified

INDUSTRIAL VALVES PLANT
Plot No. 433, INDUSTRIAL COMPLEX,
GOINDWAL SAHIB, Distt. TARN-TARAN,
PUNJAB- PIN-143422; (INDIA)

Phone: 01859-224621, 224653 ;

Fax 01859-222061

Email: rks@bhelivp.in, ts@bhelivp.in

CIVIL TENDER SCHEDULE NO: 03/15-16

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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ACCEPTING OFFICER (BHEL)

CIVIL
TENDER
SCHEDULE
NO.
03//15-16

NOTICE INVITING TENDER

{Volume 1 OF PART 1}

Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal, Punjab



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BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT
Plot No. 433, INDUSTRIAL COMPLEX
GOINDWAL SAHIB, Distt. TARN-TARAN
PUNJAB- PIN-143422; (INDIA)

REF: BHE: IVP: CIVIL: TENDER/ 03/2015-16

DATE: 7/01/2016

To,
The Tenderers,

Dear Sir/Madam,

SUB: Notice Inviting Tender

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

(1) Salient Features of NIT

S/ NO	ISSUE	DESCRIPTION	
ia	Civil Tender schedule No.	03/15-16	
ii	Name of Work	Paving Works in Building and Road area in Factory Premises of BHEL Goindwal	
iii	Estimated Value of Work	Rupees 5.50 Lakhs (Excluding Service Tax)	
iv a	Total Completion Time	2 Months from the Scheduled Date of Commencement of work.	
iv b	Delay in Completion	LD shall be levied as per Clause 41 of General Conditions of Contract.	
v	DETAILS OF TENDER DOCUMENT		
a	Volume-I of Part I	Techno commercial Bid consisting of NIT, Instructions to the Tenderers, Documents required to be submitted by Tenderers	Applicable
b	Annexure-I of Volume -I	<u>Qualification Criteria</u>	Applicable
c	Annexure –II of Volume -I	<u>Instructions to the Tenderers and Formats of miscellaneous submittals required from tenderers.</u>	Applicable
d	Volume –II of Part I	Techno commercial Bid consisting of : General Conditions of Contract (GCC)	Applicable
e		Special Conditions of Contract (SCC)	Applicable
f		Technical Conditions of Contract (TCC), Technical Specifications and drawings	Applicable

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g	Volume-III OR Part2	Price Bid Consisting of: Schedule 'A' (price schedule), Schedule 'B', 'C', 'D', 'E'.	Applicable
vi	Issue of Tender Documents	<p>1. <u>Sale from BHEL IVP ,CIVIL DEPARTMENT office at</u></p> <p>Start: 7/01/2016 ;</p> <p>Close: 29/01/2016 ; Time :Up to 13:00 Hrs</p> <p>2. Tender documents can be downloaded till due date of submission from BHEL website (www.bhel.com/tender.php) also.</p>	
vii	Due Date , Time & Place of offer submission	<p>Due Date: 29/01/2016</p> <p><u>Due Time: 14:00 Hrs.</u></p> <p>Place : BHEL IVP, GOINDWAL SAHIB, PUNJAB <u>To be dropped in tender box placed in Shop Annex Building , Department of Civil, BHEL IVP Goindwal Sahib</u> <u>Or to be sent through Regd Post/Courier/personal to following address on or before due date of submission</u> AGM /Civil BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran , Punjab PIN- 143422.</p>	
viii	Opening of Tender	<p>Date: 29/01/2016; Time: 15:00 Hrs.</p> <p>Notes:</p> <p>(1) In case the due date of sale of tender document/tender submission/tender opening becomes a non-working day/Holiday , the corresponding date shall be considered extended itself on next working day at the same time at BHEL IVP Goindwal Sahib</p> <p>(2) Bidder may depute representative to witness the opening of tender</p> <p>(3) In case of extension of due date for other reasons, Corrigendum shall be published on BHEL website, Government tender portal and CPP PORTAL.</p>	
ix	EMD Amount	Rs. 20,000/- (Rupees Twenty Thousand Only)	Applicable
x	Cost of Tender Document	Rs. 200/- (Rupees Two Hundred only)	Applicable

xi	Last Date for seeking clarification	<p>Three days before last date of submission of Tender Document. Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Sr. Engineer/ Civil BHEL IVP Goindwal Sahib rks@bhelivp.in , Phone- 01859-224653</p> <p>(or)</p> <p>AGM/ Civil,HR&MM BHEL IVP Goindwal Sahib ts@bhelivp.in , Phone- 01859-224621</p>	
xii	Schedule of pre bid discussion (PBD)	NIL	Not Applicable
xiii	Integrity pact & detail of independent external monitor (IEM)		Not Applicable
xiv	latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on BHEL webpage (http://www.bhel.com) and CPP Portal (http://eprocure.gov.in/cppp/) and on tenders.gov.in but not in the newspapers. Bidders to keep themselves updated with all such information</p>	

- (2) The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno- commercial offer other than the Price Bid, and shall not be entertained.**
- (3) Unless specifically stated otherwise, bidder shall remit cost of tender as specified S/n (x) of (1) above in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Goindwal Sahib, OR Amritsar , Punjab issuing the Tender, along with techno-commercial offer. **Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no vi of 1**, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL IVP at Goindwal and Sundays.
- (4) Unless specifically stated otherwise, bidder shall deposit EMD of amount as specified in S/n (ix) of (1) above through Demand Draft in favor of Bharat Heavy Electricals Ltd, payable at “Goindwal Sahib”, OR “Amritsar” Punjab only.

- Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". MSE suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per form 17) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

BID OF TENDERER WITHOUT DEMAND DRAFTS OF “EMD” AND TENDER DOCUMENT COST AS APPLICABLE SHALL BE REJECTED.

- (5) **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of PART-I A (Techno Commercial Bid; Volume I &II) AND

PART-I B (EMD/COSTofTENDER) in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPE-II)

- PART-II (Price Bid; VOLUME III) – in sealed and super scribed envelope (ENVELOPE-III)

- (6) The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.
(All pages to be signed and stamped)

Sl no	Description
<u>Part-I A</u>	
	<u>ENVELOPE – I</u> <u>SUPER SCRIBED AS PART-I (TECHNO COMMERCIAL BID)</u> With following detail : BHEL NIT NO. NAME OF WORK: DUE DATE OF SUBMISSION: NAME & ADDRESS OF TENDERER:
	<u>Following documents are to be enclosed /placed in this Envelope I</u>
i.	Covering letter/Offer forwarding letter of Tenderer.
ii.	Volume I of Techno-commercial bid ie Tender Notice/NIT.

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iii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under Sl no (i) above. Note: (a) In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. (b)BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. (c) In case of acceptance of the deviations, appropriate loading shall be done by BHEL (d) In case of unacceptable deviations, BHEL reserves the right to reject the tender
iv.	It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, Contact PH No, FAX no, etc.
v.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.
vi.	Duly filled-in annexure, formats etc as required under this Tender Specification /NIT
vii.	Volume II of Techno commercial Bid ie Conditions of Contract as mentioned below.
viii.	General Conditions of Contract (GCC) (signed along with stamp on each page)
ix.	Special Conditions of Contract (SCC) (signed along with stamp on each page)
x.	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings etc (signed along with stamp on each page)
xi.	UN PRICED BID (Schedule "A" – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item
xii.	Any other details preferred by bidder with proper indexing.
PART-I B	
	<p><u>ENVELOPE – II</u></p> <p><u>SUPER SCRIBED AS: PART-I (EMD/COST of TENDER IF APPLICABLE)</u></p> <p>With following detail :</p> <p>BHEL NIT NO.</p> <p>NAME OF WORK:</p> <p>DUE DATE OF SUBMISSION:</p> <p>NAME & ADDRESS OF TENDERER:</p>

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	<u>Following documents are to be enclosed /placed in this Envelope II</u>
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender
ii.	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)
PART-II	
	VOLUME III, ie PRICE BID consisting of the following shall be enclosed
	<u>ENVELOPE-III</u> SUPER SCRIBED AS: PART-II (PRICE BID) With following detail : BHEL NIT NO. NAME OF WORK: DUE DATE OF SUBMISSION: NAME & ADDRESS OF TENDERER:
	<u>Following documents are to be enclosed /placed in this Envelope III</u>
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I
ii	PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)

OUTER COVER	
	<u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u> SUPER SCRIBED AS: TECHNO-COMMERCIAL BID, PRICE BID & EMD BHEL NIT NO : NAME OF WORK: DUE DATE OF SUBMISSION: NAME & ADDRESS OF TENDERER:
	<u>Following documents are to be enclosed /placed in this Envelope IV</u>
i	Envelopes I
ii	Envelopes II
iii	Envelopes III

SPECIAL NOTE: All documents/ annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents

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All documents submitted with the bid /offer by bidder shall be signed and stamped in each page by authorized representative of the bidder.

- (7) No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- (8) BHEL reserves the right to accept or reject any or all Offers. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. In addition, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- (9) **Assessment of Qualification of Bidders:**
It is hoped that only qualified Contractors will bid for this NIT. Qualification norms are given in “Annexure 1” of this NIT. All bidders will be checked with respect to these norms for their Qualification. All supporting credential documents submitted by bidders along with their part 1 technical bid will be the basis of such scrutiny. BHEL will bear no responsibility for any missing documents or documents not submitted by tenderers or document with insufficient information submitted by tenderers. Bidders should submit all credential documents required for qualification and/or evaluation along with their technical bid. BHEL is free to take clarifications and verifications of credential documents.
- (10) Since the Work shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- (11) For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- (12) Pre bid discussion meeting shall not be held for this NIT.
- (13) In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- (14) Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- (15) Integrity Pact (IP) is not applicable for this NIT.
- (16) The Bidder has to satisfy the Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of

qualification criteria enumerated in Annexure 1 of this NIT. Date of opening of Price Bid or reverse Auction shall be intimated to only such bidders.

- (17) The offers of the Bidders who are on the banned list as also the offers of the bidders who engage the service of banned firms shall be rejected; the list of banned firms is available on BHEL website www.bhel.com. For detail, see clause 29 of chapter I (Instructions to the tenderers) of Annexure II.
- (18) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders are to give their acceptance for participation in RA. In other case BHEL may decide for a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open in-camera 'the PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- (19) Validity of the offer shall be for Three months from the latest date of Opening of Tender Part1.**
- (20) On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement as applicable.
- (21) In case the bidder is an —Indian Agent of Foreign Principals, Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- (22) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender. In case BHEL requires any other documents/proofs or information, these shall be submitted immediately.
- (23) The bidder may have to produce original document for verification if so decided by BHEL.
- (24) All Work shall be awarded to L1 tenderer only on rates quoted by L1 Tenderer. BHEL reserves the right to negotiate if need be, with the "L1" tenderer only.**
- (25) Any Interest bearing recoverable advance & mobilization advance will not be given to the contractor under any circumstances.**
- (26) The court of the place from where the LOI is issued during the contractual period shall alone have Jurisdiction to decide any dispute arising out of or in connection with the LOI.**
- (27) The 'INSTRUCTIONS TO TENDERER'S AND TECHNICAL, SPECIAL & 'GENERAL CONDITIONS OF CONTRACT AS DESCRIBED IN VARIOUS ANNEXURES/VOLUMES OF THIS NIT /TENDER DOCUMENT' shall be deemed to form an integral part of this "NIT" and will also form an integral part of contract agreement for the work to be entered into.
- (28) Order of Precedence : In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid schedule "A", "B", "C", "D", "E".
- d. Technical Conditions of Contract (TCC)
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)

For

BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ Civil

Enclosures:

PART1//

VOLUME 1:

- 1) Annexure-I: QUALIFICATION NORMS.
- 2) Annexure-II: Instructions to the Tenderers and Miscellaneous formats of Documents to be submitted by Tenderers along with their Part 1 Techno commercial bid.

VOLUME II:

General Conditions of Contract (GCC)

Special Conditions of Contract (SCC)

Technical Conditions of Contract, references and drawings (TCC)

PART 2//

VOLUME III: Price Bid

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ANNEXURE -1

QUALIFICATION NORMS

NAME OF WORK	Paving Works in Building and Road area in Factory Premises of BHEL Goindwal	
S/N	QUALIFICATION NORMS	CREDENTIAL DOCUMENTS TO BE SUBMITTED BY BIDDER IN SUPPORT
A	FINANCIAL CRITERIA	
A1	<p><u>TURNOVER</u></p> <p>Tenderers should have an average annual turnover of Minimum of 30 % of estimated value of work put on tender (on page no.5 of this document), in last three financial years (2012-13, 2013-14 & 2014-15). Bidders shall submit Certified copy of balance sheets and profit & loss account in support of this and Copy of Income Tax return of Last three Fy. Years as mentioned above.</p>	<p>Certified balance sheet and profit & loss Account and copy of Income tax return filed by Tenderers for previous three financial years (2012-13, 2013-14, 2014-15)</p> <p>In case Three years balance sheet/P&L Accounts /ITR is not available or submitted by bidder than average turnover will be calculated by dividing the sum of total Turnover indicated in balance sheets , P&L Accounts submitted for any or all of last three fy. Years. (2012-13 /2013-14 /2014-15) by three.</p>
B	TECHNICAL CRITERIA	
B1	<p>Bidder who participated should have experience of having successfully completed similar works in the last 7 years (from 1/1/2009 to 31/12/2015) as any one of the following</p>	<p>Copy of Work completion certificates given by customer along with copy of Work order/LOI/PO/ Agreement and TDS certificate*</p>
	<p>One single work of minimum value of 80 % of estimated cost of work put on tender (on page no.5 of this document)</p> <p>'OR' Two works each of minimum value of 50 % of estimated cost of work put on tender (on page no.5 of this document)</p> <p>'OR' Three works each of minimum value of 40 % of estimated cost of work put on tender (on page no.5 of this document)</p>	<p>*TDS certificate is required in case of work done for private customer/ Non-government Agency.</p>

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C	STATUTORY	
	<p>Tenderer should have any One of following recognition</p> <p>(a) PAN NO.</p> <p>(b) VAT/TIN/CST no.</p> <p>(c) Service Tax Registration no.</p>	<p>Copy of PAN/VAT/TIN/CST/ Service Tax registration No.</p> <p>In case PAN/VAT/TIN/CST/ SERVICE TAX Registration no. is not available with the tenderer and Work contract Tax and/or service tax is applicable on this contract. then he will submit his undertaking that he will obtain the same, from concern authority, after award of work to him by BHEL and he will produce and submit these to BHEL with his First RA bill before release of any payment from BHEL</p>
<p>NOTES:</p> <p>(1) Similar work means civil works viz Building works ,Road Works , Paving Works by CC Blocks, Stone blocks/tiles or other civil works of constructions of structures viz Walls/Tanks/Floors in Masonry (bricks/stone/cement concrete)/steel Other works viz Water supply/ sewage/ drainage works or tube well /piles drilling works maintenance or services by providing of labors /materials for sanitary works for toilets washrooms, Sewage treatment plant operations or tube well pump operations, finishing works of interior decorations by Curtains, Blinds, Wallpapers, PVC Cladding or ACP will not be considered in similar work category.</p> <p>(2) ‘Completed’ means the Contractor should have achieved the value specified in criteria above in Section B1 and the work has been finished.</p> <p>(3) The value of Works completed shall be including the cost of all material viz cement, steel, aggregates etc.</p>		

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ANNEXURE -II

**Instructions to the Tenderers and
Miscellaneous formats of Documents to be submitted by Tenderers along with their Technical bid.**

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CHAPTER -I**INSTRUCTIONS TO THE TENDERERS**

1. Sealed Tenders in two part bids for the above said work is hereby invited from Contractors experienced in works of similar nature and magnitude and having qualification as per Annexure-I of this NIT.
2. Tenders should be addressed to Addl. General Manager (Head/ Civil, HR& MM), Bharat Heavy Electricals Limited, Industrial Valves plant, 433-Industrial Complex , Goindwal Sahib, Distt. Tarn-Taran, Punjab, Pin -143422
3. The full name and address of the tenderer, name of the work, BHEL NIT No. and due date of tender Submission should be super scribed on the cover.
4. The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office & residence), FAX / e-mail address, mobile no. etc..
5. All entries in the tender documents should be in same ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
6. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting the tender.
7. There will be a Item rate contract. The tenderer shall quote the rate of each individual item. Tenderer has to quote their competitive rates in Indian national rupees (Rs.) for each item given in the Schedule "A" with Bill of Quantities provided in the Price Bid. The Price schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
8. Total cost to BHEL shall be worked out by adding the amount of each item of work in Indian national Rupees (Rs.) stipulated in Schedule 'A' of price bid and adding service tax as applicable.
9. The tenderer has to quote applicable service tax separately at appropriate space provided to account the same if service tax is applicable.
10. There will be loading on the rates quoted by bidder to decide the L1 bidder in case Bidder does not accept BHEL Payment terms, and /Or LD compensation terms as described in relevant clauses.
11. The tenderer shall quote the rates of each item in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the quotation given by the bidder in words and figures or in the amount worked out by him in

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the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- a) If, in the price structure quoted for the required 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 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 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 (a) and (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 BHEL, the bid is liable to be ignored.
12. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
 13. The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials (excluding free issue material by BHEL), levies, taxes, duties, octroi, transport, lay-out, repairs, rectifications, maintenance during warranty period, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. However if the service tax is applicable for this contract, it will be extra to the rates quoted. The rates shall be excluding the cost of all free issue material to be issued to the contractor by BHEL. The rates shall include expenses towards PF and ESI contributions, workmen compensation etc.
 14. The item rates to be quoted shall be firm and shall inclusive of applicable statutory levies arising from Central/State legislature and rules and regulations framed there under prevailing at the date 7 days prior to the last date of bid submission. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
 15. Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The service tax as applicable for this contract shall be mentioned specifically by Tenderer in Price bid and Technical Bid.

16. The Tender for the works shall remain open for acceptance for a period of “THREE MONTHS” from the date of opening of tender (PART1) ie validity of offer shall be THREE months from the date of opening of part1 technical bid of bidders.
17. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labor. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer’s responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
18. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.
19. 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 of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
20. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
21. Every tender must be accompanied by Demand Draft / Pay order for the amount mentioned as Earnest Money. This Earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work (normally within 15 days from date of award of work). In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work.
22. If a tenderer submits only one envelope / cover containing all the bids or combined bids e.g. techno-commercial bid & price bid together, the bid is liable for rejection. The decision to accept such bids shall be at the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.
23. Tenderer shall not increase their quoted rates, once the tender has been opened and during execution of the contract in case, his tender is accepted. The rates shall remain firm thought the contract period or extended period of contract, extended due to any reason. Price variation clause shall not be applicable to this tender and contract.
24. Quantities shown in the attached schedule are only tentative and approximate and are liable for variation. The contractor will have to execute all or any item of work irrespective of their quantities up to any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent).

TENDERER**ACCEPTING OFFICER (BHEL)**

25. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
26. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof . In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
27. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
28. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further, the tenderer will be liable for any damage caused.
29. The bidders participating in this tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
30. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
31. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
32. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of contractors or any of its shareholder's relative is employed in a, Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
33. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after

obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

34. Work shall be awarded to L1 tenderer on rates quoted by L1 Tenderer. BHEL reserves the right to negotiate if need be, with the "L1" tenderer only. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders. Since Nature of work is such that splitting is not possible hence all work as per scope shall be awarded without any splitting to other bidders.
35. In case more than one Tenderer quote equal L1 rates, further sealed quotation will be obtained from L1 tenderers to decide L1. Under any circumstance, revised rate should not be more than the original quoted rate.
36. If work is awarded to the bidder than he shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner.
37. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his laborers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
38. If applicable, the Contractor shall apply and obtain license under Contract labor (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labor employed by him for executing this contract. The Contractor shall furnish necessary returns to the authorities through the Principal Employer.
39. The Contractor shall obtain the separate ESI code for his firm/company as applicable and shall contribute against the wages paid by him to his workmen /employee as applicable under the law and/or insure all his laborers and materials towards workmen compensation. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL.
40. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do so, by any Government Agencies like ESI, PF, and VIGILANCE etc.
41. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may

result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per *extant guidelines in vogue.*”

42. SITE CONDITIONS:

It is hoped that the tenderer has inspected the site of work and its environments and is well acquainted with the actual working and other prevailing conditions, position of materials and labor. Tenderers are required to submit such certificate for same. A general site synopsis is also enumerated in Chapter 1 of Technical conditions of contract (TCC).

43. SCOPE OF WORK:

Detail is given in Chapter II of Technical conditions of Contract (TCC)

44. SCOPE MATRIX AND CONSTRUCTION FACILITIES:

A Scope Matrix is given in Chapter III of Technical Conditions of Contract indicating the scope of contractor and BHEL. Detail of Tools, Plants, and Equipment is, testing and measuring devices, Technical and Non-technical manpower, Material to be brought by Contractor etc is given in Chapter IV & V of Technical Condition of Contract. Such detail of T&P, Equipment’s ,MMEs and materials, Drawings etc to be issued by BHEL is Given in Schedule ‘B’, ‘C’, ‘D’, ‘E’ of Part2 Price bid.

45. TERMS OF PAYMENT:

These are described in Annexures of this NIT and See Chapter IV of General Conditions of Contract and Clause ‘7’ of Special conditions of Contract (SCC) for the detail.

Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:

- (a) 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%'. Shall be considered for loading for the period of relaxation sought by bidders.
- (b) Wherever LC payment terms are not offered in NIT and the same is insisted by bidder(s), all LC related bank charges to be incurred by BHEL shall also be loaded.

46. EXTRA ITEMS / DEVIATED ITEMS:

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer in charge. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis indicated under clause 50, Chapter IV of General Conditions of Contract.

47. SECURITY DEPOSIT:

Interest free Security Deposit shall be collected from the successful tenderer. Detail is given in clause 16, (chapter III) of General Conditions of Contract (GCC).

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under clause 57 of GCC.

48. COMPLETION PERIOD:

Completion period of this work **shall be 2 Months** from the Scheduled Date of Commencement of Work. For Detail, Please see chapter VI /clause '6' of Technical Conditions of Contract (TCC). In addition, Clause 7 and Clause 9 of Chapter II and Clause 40 of chapter III of General Conditions of Contract (GCC) are to be referred.

For performance monitoring and Force majeure clause, see detail as given in, clause '8' of Special Conditions of contract (SCC).

49. LIQUIDITY DAMAGES (LD):

In case the work is delayed and not completed within stipulated period of completion due the reasons attributable to the contractor then contractor shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation as the LD amount stipulated in these documents. This amount shall be recovered from Contractors RA bill/Final bill/Security deposits or from any other sum payable / due to contractor from BHEL.

For detail, see Clause 41, Chapter III of General Conditions of Contract.

Loading factor for non-acceptance of compensation for delay clause/Completion period clause:
Offers which deviate from this clause, will attract loading on LD clause which shall be to the extent to which it is not agreed to by the bidder (at offered value)

50. OBLIGATIONS /RESPONSIBILITY OF CONTRACTORS:

Detail of Services to be rendered by Contractor, Obligations of Contractor with respect to the rates offered, With respect to T&P, Material and IMTEs, obligations of contractors with respect to Labour, Health, Safety and environments, and other important responsibilities are described in Special Conditions of Contract. Tenderers are advised to go through them.

51. OTHER REFERENCES:

All other conditions not specifically mentioned above are enumerated in miscellaneous chapters of General conditions of contract, Special Conditions of Contract and technical conditions of contract. Technical references for the work are given in Technical conditions of contract.

52. The contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of Letter of Intent. The expenses for completing the stamping of the agreement shall be paid by the contractor.

53. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

54. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

Terms & Conditions of Reverse Auction

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

For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL”s standard practice.

12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of

Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

CHAPTER –II

MISCELLANEOUS FORMATS

Form No: F-01

PERFORMA FOR TECHNO COMMERCIAL INFORMATION
(MANDATORY TO ALL BIDDERS)

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name of the Tenderer (name of firm/company/individual)	
•	Address of the Reg. office of the Tenderer	
•	Address of the correspondence of the Tenderer	
2	Details about type of the Firm/Company(public ltd/Private ltd/partnership firm/sole proprietor)	
•	Commencement of business	Year//
•	Name of the Person Holding the power of attorney for this tender	
3	Details of Contact of above person for this Tender	Name Mr./Ms Designation: Telephone No: Mobile No: Fax No: Email id:
4	EMD DETAILS	DD No: Date : Bank : Amount:

TENDERER

ACCEPTING OFFICER (BHEL)

5	TENDER DOCUMENT COST DETAILS	DD No: Date: Bank : Amount: (OR) BHEL CASH RECEIPT NO:		
6	Validity of Offer	THREE MONTHS FROM THE DATE OF OPENING OF PART 1 OF TENDER (MANDATORY TO ALL BIDDER)		
7	Documentary evidence in support of type of constituent of tenderer ; viz Memorandum and articles of associations enclosed in case of Public Ltd/ Private Ltd, Partnership Deed (in case of partnership firm), PAN/ TIN (in case of sole proprietor etc constitution is enclosed	Applicable		YES / NO
8	Self-attested copy of profit and Loss Account and balance sheets for the last three Fy. Years 2012-13,2013-14 , 2014-15 is enclosed	Applicable		YES/ NO
9	Self-attested Copy of ITR of last three fy. Years 2012-13, 2013-14 , 2014-15 is enclosed	Applicable		YES / NO
10	Self-attested Copy of PAN Card is enclosed	Applicable		YES / NO
11	Self-attested Copy of Service Tax registration No. is enclosed	Applicable		YES / NO
12	Self-attested Copy of VAT/TIN/CST No. is enclosed	Applicable		YES / NO
13	Self-attested Copy of ESI registration No., if available, is enclosed	Applicable		YES / NO
14	Self-attested Copy of EPF registration No., if available , is enclosed	Applicable		YES / NO
15	Self-attested Copy of Work completion certificates duly supported by copy of Work orders/ LOI/ Agreements and TDS certificates (TDS CERTIFICATE is mandatory in case of work experience for private sector/Non-Government Agency) , is enclosed	Applicable		YES / NO
16	Whether all pages of the Tender documents including annexure, appendices etc are read understood <u>and signed and stamped on each page</u>	Applicable		YES / NO
17	Offer forwarding Letter/Submission of Tender, is enclosed on page 29 of this NIT	Applicable as per Form 2		YES / NO
18	Declaration by Authorized Signatory , is enclosed on page 30 of this NIT	Applicable as per Form 3		YES/ NO
19	No Deviation Certificate is enclosed on page 31 of this NIT	Applicable as per Form 4		YES/ NO
20	Declaration confirming knowledge about Site Conditions is enclosed on page 32 of this NIT	Applicable as per Form 5		YES/ NO
21	Declaration for relation in BHEL is enclosed on page 33 of this NIT	Applicable as per Form 6		YES/ NO

TENDERER

ACCEPTING OFFICER (BHEL)

22	Non-Disclosure Certificate is enclosed on page 34 of this NIT	Applicable as per Form 7	YES/ NO
23	Bank Account Details for E-Payment is enclosed on page 35 of this NIT	IF Applicable as per Form 8	YES/ NO
24	Form for seeking clarifications ,is enclosed, if applicable , on page 36 of this NIT	Applicable as per Form 9	YES/ NO
25	Format of client certificate regarding performance of contractor in case contractor has not received any certificate in past from his client on page 37 of this NIT	Applicable as per Form 10	YES/ NO
26	Power of Attorney for Submission of Tender/Signing Contract Agreement is enclosed on page 38 of this NIT	Applicable as per Form 11	YES/ NO
27	Declaration for non –blacklist/banned firms is enclosed on page 39 of this NIT	Applicable as per Form 12	YES/ NO
28	Undertaking for Obtaining required Statutory recognition after award of work is enclosed on page 40 of this NIT	Applicable as per Form 13	YES/ NO
29	Certificate of CA for MSE Vendors is enclosed on page 41 of this NIT	Applicable as per Form 14	YES/ NO

NOTE: STRIKE OUT YES OR NO AS APPLICABLE

AUTHORIZED SIGNATORY

(With Name, Designation and Company seal

TENDERER

ACCEPTING OFFICER (BHEL)

Form No: F-02

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**Offer Reference No:**

Date:.....

To,

**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab**

Dear Sir,**Sub: Submission of Offer against BHEL NIT No:**

I/We hereby offer to carry out the work detailed in the Tender Specification of BHEL NIT as mentioned in above subject issued by Bharat Heavy Electricals Limited, IVP, and Goindwal Sahib in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Instructions to the Tenderers
4. Price Bid, Schedule "A", "B", "C", "D", "E"
5. Technical Conditions of Contract
6. Special Conditions of Contract
7. General Conditions of Contract
8. Forms

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) and tender document cost as per details furnished in the Check List.

Authorized Signatory of Bidder

Signature:

Name:

Address :

Place:

Date:

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-03

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER
-----**To,****AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Dear Sir,****Sub:** Declaration by Authorized Signatory**Ref:** 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-04

NO DEVIATION CERTIFICATE

To,**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Dear Sir,****Sub :** No Deviation Certificate**Ref :** 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-05

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

To,**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Dear Sir,****Sub :** Declaration confirming knowledge about Site conditions**Ref :** 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby declare and confirm that

We have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date :

Place

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-06

DECLARATION FOR RELATION IN BHEL

To,**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Dear Sir,****Sub :** Declaration for relation in BHEL**Ref :** 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Type/write any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE Relation/relatives employed in BHEL and their particulars are as below:

- (i)
- (ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-07

NON DISCLOSURE CERTIFICATE

To,**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Dear Sir,**

I/We understand that BHEL is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL against Tender Specification No: hereby undertake to comply with the following in line with Information Security Policy of BHEL

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-08

BANK ACCOUNT DETAILS FOR E-PAYMENT

**TO,
THE PURCHASE / CONTRACT EXECUTING AGENCY / BHEL
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

1	NAME & ADDRESS OF THE CONTRACTOR	
2	DETAILS OF BANK ACCOUNT:	
3	VENDOR CODE ASSIGNED BY BHEL	
4	NAME & ADDRESS OF THE BANK	
5	NAME OF THE BRANCH	
6	BRANCH CODE	
7	MICR CODE	
8	ACCOUNT NUMBER	
9	TYPE OF ACCOUNT CURRENT A/C / OD / CASH CREDIT	
10	BENEFICIERY'S NAME	
11	IFSC CODE OF THE BRANCH	
12	EMAIL ID	
13	TELEPHONE/MOBILE NO.	

CERTIFICATE

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

AUTHORISED SIGNATORY WITH NAME & SEAL**Banker's Certification**

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

(Manager / Officer's)

PLACE:

Signature Under Bank stamp
And Name Seal with Membership No.

.....

(Telephone / Mobile No.....)

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-09

FORM FOR SEEKING CLARIFICATION
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab

Dear Sir,

Sub : Request for Clarification

Ref : 1) NIT/Tender Specification No:,
 2) All other pertinent issues till date

Sl no.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
 Representative of the Bidder)

TENDERER

ACCEPTING OFFICER (BHEL)

FORM No. F- 10

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTORS**Name & Address of the Client**

.....

Details of works executed by Shri. M/s

.....

1. Name of work with brief particulars :
2. Agreement No. and date:
3. Date of commencement :
4. Stipulated date of completion :
5. Actual date of completion :
6. Details of compensation levied for delay, if any:
7. Tendered amount :
8. Gross amount of the work completed :
9. Name and address of the authority under :
Whom work executed
10. Whether the contractor employed qualified : Engineer/Overseer during execution of work?
11. (i) Quality of work (indicate grading) : Outstanding/V.Good/Good/Poor
(ii) Amount of work paid on reduced rate :
basis, if any
12. (i) Did the contractor go for arbitration ? :
(ii) If yes, amount of claim :
(iii) Amount received :
13. Comments on the capabilities of the contractor
 - (a) Technical Proficiency : Outstanding/V.Good/Good/Poor
 - (b) Financial Soundness : Outstanding/V.Good/Good/Poor
 - (c) Mobilization of adequate T & P : Outstanding/V.Good/Good/Poor
 - (d) Mobilization of manpower : Outstanding/V.Good/Good/Poor
 - (e) General behavior : Outstanding/V.Good/Good/Poor

Signature of the Certifying Officer with Official seal**TENDERER****ACCEPTING OFFICER (BHEL)**

Form No: F-11

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT
(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarized)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Industrial Valves Plant, Goindwal in connection with.....

..... vide Tender Specification No : , dated

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at , this day of

Director/CMD/Partner/Proprietor

Signature of Mr..... (Attorney)

Attested by:

Director/CMD/Partner/Proprietor

Witness

Notary Public

TENDERER

ACCEPTING OFFICER (BHEL)

Form No: F-12

CERTIFICATE FOR NON BANNED/NON BLACKLIST FIRMS

To,**AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Ref :** 1) NIT/Tender Specification No:,**Dear Sir,**

I/We certify that none of the partners/directors did not retire as an Engineer of Gazette rank or as any Gazette Officer employed on Engineering or Administrative duties in any Engineering BHEL of the Government of India during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement except with the prior permission of the Government.

I/We certify that I/We are not banned or blacklisted by any government in past or present. I/WE are also agree for rejection of our offer at any stage of finalization or after finalization as per Clause 29 of Annexure II 'Instructions to the tenderers' if this information is found wrong.

(Signature, date & seal of Authorized Signatory of the bidder)
Date:

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-13

UNDERTAKING FOR OBTAINING STATUTORY RECOGNITION AFTER AWARD OF WORK
-----**To,****AGM,
Head/ HR,Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab****Ref :** 1) NIT/Tender Specification No:,**Dear Sir,**

I/we undersigned confirm that I/we do not have following statutory recognitions at the time of tendering against subject tender enquiry but these will be applicable over the contract and hence I/We undersigned hereby undertakes and ensure your that we will obtain these below mentioned statutory recognition from concerned authority if work is awarded to us as per tender terms and conditions and we will produce these to BHEL before release of any payment from BHEL.

This undertaking is being submitted to you as per qualification norms of subject tender enquiry.

S/n Statutory recognition (Strike out and cross sign whichever is not applicable.)

- 1 PAN NO.
- 2 ESI CODE NO/EPF CODE NO/WORK MEN COMPENSATION POLICY AS APPLICABLE.
- 3 VAT/TIN NO.
- 4 SERVICE TAX NO.

Thanks

TENDERER**ACCEPTING OFFICER (BHEL)**

Form No: F-14

Certificate by Chartered Accountant on letter head

(to be submitted by MSE Supplier as per Clause 4 of NIT)

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-11) dtd:....., Category:.....(Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006:

Rs.....Lacs

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

Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro I Small (Strike off which Is not applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

TENDERER

ACCEPTING OFFICER (BHEL)

ANNEXURE III
UN-PRICED BID TO BE FILLED BY TENDERER

Tenderer are required to fill in column no. 5 about quotation they have made in "schedule A" of price bid. Tenderer shall not write their rates in this column. **They shall write only "quoted or not quoted"**. It is required that tenderer quote for all items of work (S/n 1 to 2b). They are required to read specifications of item carefully and shall be agreed with conditions stipulated in item of work.

If Bidder, in column -5, has left Blank against all items of work than it will be understood that bidder has quoted for all items of works.

L1 contractor shall be decided on the basis of cost to company for total amount of all items (1 to 2b) including all taxes, service tax etc. If tenderer do not quote for any items or all items of work, their bid shall be rejected.

NAME OF WORK: Paving Works in Building and Road area in Factory Premises of BHEL Goindwal

BHEL IVP CIVIL TENDER SCHEDULE NO. 03/15-16

I.No.	Description of Item	Quantity	Unit	Quoted/ Unquoted
(1)	(2)	(3)	(4)	(5)
1	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	6.00	Cum	

TENDERER

ACCEPTING OFFICER (BHEL)

I.No.	Description of Item	Quantity	Unit	Quoted/ Unquoted
(1)	(2)	(3)	(4)	(5)
2	Providing and laying 100 mm thick factory made cement concrete interlocking paver block of M- 50 grade made by block making machine with strong vibratory compaction and of approved size and design / shape laid in Ordinary Grey Colour and pattern over and including 50 mm thick compacted bed of coarse sand / Stone Dust , filling the joints with fine sand etc, all complete as per directions of Engineer-in-Charge for Heavy Traffic Areas such as Bus terminals, Industrial complexes, mandi houses, roads on expansive soils, factory floor, service stations, Industrial pavements.			
2a	In Approach Road area to Actuator Shed	250.00	Sqm	
2b	In Painting Shed Area	376.00	Sqm	

I / WE CONFIRM:

- 1) That in quoting our rates, I/we have account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender by BHEL and Placement of LOI/Work order or during the currency of the contract with BHEL.
- 2) That The item rates offered in 'Schedule A' of price bid are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labor, materials (excluding cost of free issue material), levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labor colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
- 3) That the Rates quoted in schedule A of price bid are excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.
- 4) That the Service Tax is applied or not applied (Plz write in ink) on this contract work and if applied than rate of service tax shall be

.....
% of.....

TENDERER

ACCEPTING OFFICER (BHEL)

- 5) That the service Tax Claimed by us will be extra to the rates quoted and the same will be reimbursed on production of valid document / proof for having paid service tax by us only.

- 6) That the rates shall be valid for 3 months from the date of opening of Tender and if work is awarded on the rates quoted above or on negotiated rates then they shall remain firm during the execution of work. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

Any other Condition:

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

TENDERER

ACCEPTING OFFICER (BHEL)