

ANNEXURE – 1: TERMS AND CONDITIONS

1. **Name of Work:** Painting of kerb stone along the main road in BHEL R&D township & Lab complex
2. **Period of Contract:** Fifteen (15) days
3. **Nature of Contract:** Works
4. **Maintenance period:** One (01) year

PRE-QUALIFICATION CRITERIA

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical)

1. **Similar Experience-** Experience of having successfully completed similar Civil works during last seven years ending previous day of last date of submission of application should be either of the following:

- 1.1 Three similar completed works each of value not less than 40% (Rs 1.37 L) of estimated cost put to tender (Or)

- 1.2 Two similar completed works each of value not less than 50% (Rs 1.72 L) estimated cost put to tender (Or)

- 1.3 One similar completed works each of value not less than 80% (Rs 2.74 L) estimated cost put to tender.

- 1.4 Copy of completion/performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy alone is not adequate. For the work executed (Completed work) in BHEL the Work Order copy is acceptable.

- 1.5 Similar Work means: All works related to: Civil Maintenance/ Renovation/ Refurbishment/ construction works are considered as similar work.

2. **Financial Turnover:** Average annual financial turn over during last 3 years, ending 31st March of the previous financial year, should be 30 % (Rs 1.03 L) of the estimated cost as mentioned against work in this notice.

- 2.1 Turn over- Previous year

- 2.2 Turn over-1 year before previous year

- 2.3 Turn over- 2 years before previous year

3. **PAN No.** - Copy to be enclosed (in case not available, proof of having applied with acknowledgement from concerned authorities).

4. **GST No.** - Contractor should be registered for relevant HSN / SAC code. Copy to be enclosed (in case applied for, proof of having applied with acknowledgement from concerned authorities).

Signature of the contractor (s) with seal and date

INSTRUCTION TO CONTRACTORS

1. This is a Works contract and this tender is not divisible.
2. Technical-bids will be scrutinized on opening of Technical-bid. In case the agency has not satisfied all the above conditions with documentary proof the offer will be rejected and price- bid will not be opened.
3. In case of a registered firm, all the documents shall be in the name of the firm. However, in case of sole proprietor or individuals, documents in favour of sole proprietor or individual is acceptable.
4. Tenderer presently working with BHEL R&D should submit requisite documents, even though such documents are submitted by them in previous contracts.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents.
7. For this procurement, Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT.
8. BHEL R&D reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
9. Penalty: Time is the essence of the contract, if the contractor fails to complete the work within stipulated time; the contractor is liable to pay at a rate of 0.50 % per week or part thereof for the value of the undelivered portion of the contract value, subject to a maximum penalty of 10% of the contract value.
10. Validity of Rates: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid.
11. Payment terms: Single payment after completion of work within 30 days against certification of satisfactory completion by Engineer I/C as below.
Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno- Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.

We/ I agree to above conditions and certify that the particulars given are correct.

Signature of the contractor (s) with seal and date

SPECIAL TERMS & CONDITION FOR THE CONTRACTORS

1. **Price Variation:** Tenderer shall not increase their quoted rates in case the BHEL 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 tenderer up to the expiry of validity of rates. The final rates agreed by BHEL will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.

2. **Evaluation Criteria:** Evaluation of the tender will be done on overall quote basis exclusive of GST. Order will be placed on overall L-1 percentage as per Schedule - A for complete work.

3. **Quantity Variation:** The quantity of item in BOQ may vary on either side i.e. below or above due to prevailing condition at the time of execution of contract and contractor shall not claim any compensation due to quantity variation. Some of the item(s) may not be executed due to prevailing condition, and contractor shall not claim any compensation due to non-execution of any item (s).

4. Payment Terms:

4.1 Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-charge.

4.2 Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor or his duly authorized representative.

4.3 For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.

4.4 Measurement shall be taken jointly by Engineer-in-charge or his authorized representative on the part of the BHEL & the contractor.

4.5 The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.

4.6 If the contractor / his representative fails to attend when required for measurement, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.

4.7 No advance payment or the payment for mobilization of work will be made to the contractor.

4.8 No payment shall be made for the work done without the permission of Engineer-in-charge.

4.9 Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.

4.10 After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.

Signature of the contractor (s) with seal and date

4.11 The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer in-charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.

4.12 Payment of GST will be made on actual applicable GST rate. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.

4.13 The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

4.14 All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.

4.15 Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.

4.16 BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract.

5. Technical Specification & Scope of Work:

5.1 The work will be carried out as per BOQ enclosed in Price Bid and as per latest "CPWD Specifications" for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.

5.2 All the materials except the materials issued free of cost from BHEL required for proper completion of work shall be arranged by the contractor. All materials, colour, shade, brand, etc. shall be got approved from the Engineer-in-charge before the start of the work and shall confirm to the latest IS/IRC/MORTH specifications.

5.3 All tools and tackles required for proper completion of work shall be arranged by contractor.

5.4 Once the work is completed the contractor should remove all the unwanted materials from the site time to time and it should be disposed off as per the instructions of Engineer-in-charge without any further delay.

6. Supervision of Work: The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

7. Quality of Work: Any work found defective / unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within a specified time as per the Engineer – in – charge's instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost deducted from the contractor's bill. c) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.

8. The Tenderer shall not include any additional condition.

Signature of the contractor (s) with seal and date

9. The Tenderer shall sign on each page of the tender schedule.
10. Rates quoted shall be firm throughout the period of contract.
11. Sub-contracting the work as a whole is not permitted.
12. The contractor should ensure HSE management and qualified, experienced site staffs are available at all times during working hours for proper supervision to maintain the quality.

13. Site visit:

13.1 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 labour related procedures & practices. 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

13.2 The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

13.3 The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require , etc.

13.4 In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

14. Risk Purchase: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

14.1 If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.

Signature of the contractor (s) with seal and date

14.2 To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit.

14.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

15. The contractor will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The contractor, also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with Contract Labour (R&A) Rules, 1971. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained endurance of fulfilment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination. In regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time.

16. The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time.

17. It is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected.

18. The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the PPE's by their workmen.

19. The contractor shall be solely responsible for the safety and good conduct of the staff employed/deputed by him at site. All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.

I/We agree to above term and conditions.

Signature of the contractor (s) with seal and date

Tenderer and Contractor Certificate

I/We _____, do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work actually executed at the respective rates specified in Schedule 'A' here to.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the CPWD Detailed Standard Specifications and the clauses of the Preliminary Specifications/BHEL General Conditions of Contract and that I/We have made such examination of the contract documents and of the specifications, etc. and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, convenient agreements, stipulations and restrictions; and distinctly agree that I/We will not hereafter make any claim or demand upon the BHEL, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, convenient, agreements, stipulations, restrictions and conditions”.

I/WE hereby declare that I / WE shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

I/We enclose an income tax verification certificate_____/_

I /We_____have already produced an income tax verification certificate during the current calendar year in respect of (here particular of the previous occasion on which the certificate was produced should be given)._____

I/We agree to keep the tender open for acceptance for Ninety (90) days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to BHEL.

After the tender is accepted, if I/We fail to commence the execution of the works as provided in the conditions, I/We agree that BHEL shall without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money.

Signature of the contractor (s) with seal and date

Un-Priced Price Bid

Name of Work: Painting of kerb stone along the main road in BHEL R&D township & Lab complex.

Sl. No.	Description of Item of work	Quantity	Unit	Rate Rs./unit	Amount Rs.
1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade with One or more coats on old work	Sq.m	10200	33.61	3,42,822.00
	Total Estimate Value	Rs. 3,42,822.00			

Note	<p>1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below.</p> <p>2. Only One of the Rows below are to be filled in % only else the offer will be rejected</p> <p>3. Evaluation of Price Bid:</p> <p>i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria</p> <p>ii. Price bid evaluation will be made on the basis of % quoted by bidder.</p> <p>iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.</p>		
	Tender %	In figure	In Words
	Excess		
	Less		
	Estimated		

Quote taxes (GST) _____ (%) Extra as applicable

Signature of the contractor (s) with seal and date

Price Bid/ Schedule- A

Name of the Work: Painting of kerb stone along the main road in BHEL R&D township & Lab complex.

Sl. No.	Description of Item of work	Quantity	Unit	Rate Rs./unit	Amount Rs.
1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade with One or more coats on old work	Sq.m	10200	33.61	3,42,822.00
	Total Estimate Value	Rs. 3,42,822.00			

Note	<p>1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below.</p> <p>2. Only One of the Rows below are to be filled in % only else the offer will be rejected</p> <p>3. Evaluation of Price Bid:</p> <p>i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria</p> <p>ii. Price bid evaluation will be made on the basis of % quoted by bidder.</p> <p>iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.</p>	
Tender %	In figure	In Words
Excess		
Less		
Estimated		

Quote taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for Material/Service if required)

Signature of the contractor (s) with seal and date

SCHEDULE 'B'

ISSUE OF STORES TO THE CONTRACTOR

SNo	Particulars	Unit	Issue Rate
			Rupees
1.	Cement non-refundable bags	M.T.	FREE
2.	Mild steel rounds all diameters	M.T.	FREE
3.	Tor steel/Ribbed steel all diameters	M.T.	FREE

- A. The materials listed above will be issued from BHEL/R&D/Stores. It will be the responsibility of the contractor to submit his demand for stores in writing at least seven days in advance of the actual requirement.
- B. Issue of all stores is subject to the extent of their availability at the place of issue noted above. The Contractor should make his own arrangements for any or all of the materials shown above in case the BHEL desires so. The contractor shall not be entitled to any claim or compensation for non-supply of the materials or delay in the supply of stores under any circumstances.
- C. The materials will be issued only during the working hours on Tuesday and Friday. The Contractors shall have to transport them to site of work at his own cost as soon as these are issued to him.
- D. Where cost of stores issued, if any, is recoverable from the contractor, recoveries will be made from the running bills for the gross quantity issued and not on actual consumption on the basis of the net measured quantity on finished work.
- E. The contractor shall, from time to time, render proper accounts of all materials issued to him by BHEL. If contractor fails to do so, no further issued of the materials will be made to him and he shall be held responsible for any delay in the execution of the work which may occur on this account.
- F. Only Cement, Mild Steel & Tor-Steel items are issued free of cost to the contractor the contractor will have to make good at his own cost any loss or damage to part or whole of the item issued to him as above.
- G. All surplus materials whether issued free of cost or on cost or on cost recovery basis are to be returned to the BHEL stores in good Condition. Quantities of materials consumed in excess of the actual requirement shall be charged for at punitive rates as listed below.
The decision of the Engineer/Manager (Civil) as to the extent to which materials have been rendered surplus have been consumed in excess of the actual requirements shall be final and binding on the contractor.

Signature of the contractor (s) with seal and date

H. CEMENT:

For the purpose of determining the actual requirement of cement, the theoretical consumption of cement as per CPWD norms shall be considered by the Engineer/Manager (Civil). As per CPWD norms the following are the variation allowed in Cement consumption.

A > Work costing upto ₹ 2,00,000-00	: +/-5%
B > Work Costing from ₹ 2,00,000-00 to ₹5,00,000-00	: +/-4% C
> Work costing above ₹ 5,00,000-00	: +/-3%

STEEL:

Steel will be issued by weight duly weighing at Store as stocked by Bharat Heavy Electricals Ltd., The surplus steel is represented by the difference between the quantity received and the quantity required and utilised on the work with an allowance of 5% towards scrap. The contractor will be responsible for removal of scrap from the site in good time as Directed by the Engineer/Manager (Civil). The cut pieces retained as scrap shall be short than one metre in length.

Any variation in weight of steel issued should be brought to the notice of the Engineer/Manager (Civil) without any delay in writing for consideration.

PUNITIVE RATE FOR EXCESS/SHORT CONSUMPTION

1. CEMENT	₹ 7600-00 per M.T
2. MILD STEEL	₹ 4600-00 per Quintal
3. TOR STEEL	₹ 4650-00 per Quintal

Signature of Contractor

Signature of the contractor (s) with seal and date

SCHEDULE 'C'

SERVICES VIZ, WATER & LIGHTING TO THE CONTRACTOR

1. WATER:

Water required for construction purpose shall be supplied by Bharat Heavy Electricals Limited. The supply will be made at convenient point to be determined by the AGM (CWC) and contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for the consumption of water will be as under, where meters could not be provided by the contractor and prior permission for the same was obtained in writing from Manager (Civil).

- i) For periodical maintenance of buildings - 0.25% of the actual value of the water consumed items of the work.
- ii) For road works - 0.75% of the actual value of the water consumed items of the work.
- iii) For other civil works - 1.00% of the actual value of the water consumed items of the work.

2. POWER:

Electric power, if required, will be supplied at a convenient metered point, to be selected by Engineer-in-Charge. Any extensions required will have to be arranged by the contractor himself. Energy consumed will be metered and charged at Rs. 8.00 (Rupees Eight only per unit).

Signature of the contractor (s) with seal and date

SCHEDULE 'D'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire charges per Unit per Working day ₹	Frequency of Maintenance	+value per unit	Place of issue	Number required by
1	2	3	4	5	6	7	8

Signature of Contractor_____

Signature of Issuing Officer_____

Date:_____

Date:_____

Note:

1. The tenderer shall indicate in column 8 the number required by him subject to the maximum indicate in column 3.
2. Column 6 is not to completed if condition 34 A committed from the General Condition of Contract.

Signature of the contractor (s) with seal and date