

BHARAT HEAVY ELECTRICALS LTD.**INDUSTRIAL VALVES PLANT****433, INDUSTRIAL COMPLEX GOINDWAL,****Distt. Tarn -Taran, Punjab****Department of Civil Engineering****NOTICE INVITING TENDER**

TENDER NOTICE NO.	07/12-13
Name of work	Road recarpeting works in Factory premises of BHEL at Goindwal , Punjab
Site of work	GOINDWAL , DISTT. TARN -TARAN , PUNJAB
Estimated Cost of work	Rs. 31,49,684.00
PREQUALIFICATION CRITERIA	As per Clause 16,18,19 of section 'C' (PREQUALIFICATION NORMS & EVALUATION OF TECHNICAL BID) of Tender Notice.
Completion Time	THREE MONTH FROM THE DATE OF PLACEMENT OF LOI.(detail as per clause 41 , section 'F' of tender notice)
Maintenance Period	One year from the date of actual completion of the entire work and handing over to Bharat Heavy Electricals Limited)
LD penalty Clauses	Yes , 1 % per week of Contract Value subject to maximum 10%.(detail as per clause 42 , section 'F' of tender notice)
Earnest Money Deposit	Rs. 1,00,000/ * -(To be deposited in the form of demand Draft only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL) * Exempted to Micro and Small Enterprises (MSEs)
Cost of Tender Document	Rs. 1000/-* To be deposited in the form of DD/ Cash This amount will not be refunded under any circumstances * Exempted to Micro and Small Enterprises (MSEs)

IMPORTANT DATES

Issue of Tender documents	from 10/09/2012 upto 13:00 Hrs of 1/10/2012
Last Date for Receipt of Tender bids	14 :00 Hrs of 1/10/2012
Date of Tender Opening (Technocommercial bid)	15:00 Hrs of 1/10/2012

BHARAT HEAVY ELECTRICALS LTD.

INDUSTRIAL VALVES PLANT

433,Industrial Complex,Goindwal Sahib ,

Distt. Tarn -Taran, Punjab

Department of Civil Engineering

BHE:IVP:CIVIL:TENDER:2012/13-07

TO,

The Tenderer

Dear Sirs,

Sub: PART 2// PRICE BID

Ref: 1. Tender Notice No. 07/12-13

**

Please find enclosed / attached non-transferable tender document containing (I) Technical Bid (ii) Price bid.

Technical bid Documents contains '82' pages and covers (a) Tender Notice along with Pre Qualification norms and Instructions to Tenderers. (b) Special conditions of the contract (c) General conditions of the contract.

Price Bid documents contains '22' pages and consists of Bill of Quantities/ Price Schedule to offer your most competitive rates for all the items of Bill of Quantities attached in the Price Bid .

There will be two part Bidding .(1) Technical cum commercial (2) price Bid.

Technical bid will be opened on the Last day of receipt of bid at 15:00 Hrs. Scrutiny of Technocommercial bid submitted by bidder shall be done to Check qualification of bidder as per tender notice section C and acceptance of conditions of Contract by bidder . Technical bid of prequalified bidder shall be evaluated as per norms prescribed in Annexure 1 of tender Notice. , In case the agency does not score minimum 60 out of 100 in each part A,B &C during the evaluation of technical bid with documentary proof, the bid shall be rejected and Tenderer shall not be considered for Part2 (Price Bid/RA).**You are requested to Fill informations required in space provided in techno commercial Bid Page 05 to 08, give undertaking & certificates on page 9-10 , complete checklist on page 11-12 , attach all credential documents and affidavits as per Annexure I to IV, attach No Deviation certificates as per Annexure V and quote your competitive rates in Schedule A of price Bid page 15-19 only.**In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid /Conducting the RA shall be intimated only to the bidders those who are qualified and their Technocommercial Bid is accepted. You / your authorized representative may participate in the tender opening.

It is requested to submit your bid documents in three separate sealed cover / envelopes as described below

1)EMD Envelope: EMD envelope shall contain requisite **EMD of Value Rs. 100,000/-** in the form of DD only. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No.....and date.....or Draft No.... and Date....., on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the Technocommercial bid & price bid shall not be considered.

In case of tender documents are downloaded from website, tender shall accompany the **tender cost of Rs.1000/-** in the form of Demand Draft (separate) in addition to the EMD amount .All Demand Draft shall be drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED , GOINDWAL payable at GOINDWAL. In the case of non submission of Cost of tender document and EMD ,Technical bid will not be opened.

Note- 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". They will have to submit registration certificate along with their tender.

2) TECHNOCOMMERCIAL BID ENVELOPE : This envelope shall contain duly filled in Technical bid documents signed along with Stamp by the tenderer in all the pages with documentary evidences for pre- qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre- qualification shall not be considered for further evaluation.

3) The Price Bid Envelope : This shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items in the SCHEDULE "A" Bill of Quantities of Price Bid .

All Above three envelope shall be placed in One big envelope and shall be Sent and submit in sealed conditions to the office of undersigned or Drop in the tender Box placed in the Adminstrative Block/Building on or before 01/10/2012 upto 14:00 hrs. Reference of Tender Notice No. , Name of Work and Address of the bidder shall be clearly written on top of the each envelope.

Details of instructions and other terms and conditioned are described in next paras "TENDER NOTICE" and "Instruction to tenderes" which are enclosed herewith.

Clarification if any, can be obtained contacting following phone No.

01859-224653,224621,224601 or 09465837653 ; Fax No. :01859- 222061

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Yours faithfully

For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,
Engineer- CIVIL
IVP -GOINDWAL-143422

Issuing Officer

Name:.....

Date

Issued to

M/s / Shri/ Smt/

Date

CONTENTS OF PART 1 OF TENDER DOCUMENT

S/ No.	DESCRIPTION	PAGE NO.
1	Instructions to Tenderers	5 to 6
2	Tender Notice	7 to 14
3	Schedule "A"/ Price schedule ,BOQ	15 to 19
4	Schedule 'B', 'C' , 'D', 'E'	20 to 22

1. INSTRUCTIONS TO TENDERERS

- 1 **The tender is open to all Contractors. The Contractors who are not enlisted with BHEL approved list of Contractor can be get registered /enlisted with BHEL Goindwal simultaneously with participation for this tender bid. They Should submit completely filled form of contractors registration available on BHEL website www.bhel.com along with necessary credential documents in support of information filled by contractor in this form.**
- 2 The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non - receipt or delay in the receipt of the tender documents by the tenderer.
- 3 Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc,.
- 4 The works contract to be entered in to with the contractor will be governed by the Special Condition of Contract and BHEL General Conditions of contract in force.
- 5 Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every Endeavour 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 by discovered and shall make no subsequent claim on account thereof.
- 6 Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
- 7 The contractor's responsibility under this shall commence from the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
- 8 Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case or a firm or Company of contractors any of its share holders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the 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, maybe disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.

- 9 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD be furnished only in the form of Pay Order or Demand Draft in favour of BHARAT HEAVY ELECTRICALS LIMITED, Payable at Goindwal. EMD in any other form will not be accepted. Micro and Small Enterprises (MSEs) are exempted from paying of EMD 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". They will have to submit registration certificate along with their tender.
- 10 If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
- 11 The maintenance period/Defect liability period for this work shall be One Year from the date of completion of work.
- 12 If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
- 13 The tenderer is not allowed to alter the specifications and the unit of work noted in the Schedule-A of price bid. For the sake of uniformity in comparisons of tenders, the tenderers should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
- 14 The submission of tender shall be strictly in accordance with the terms and conditions stipulated in tender notice. No counter conditions will be acceptable or valid. All the terms & conditions in the documents are binding on the tenderers and BHEL reserves its right to accept / reject any or all the tenders and to award the work in full or parts to more than one agency without assigning any reasons. Also it reserves its right to finalize the contract through reverse auction.
- 15 Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
- 16 The expenses for competing and stamping the agreement shall be paid by the contractor.
- 17 The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Central Public works Departments Standard Specifications or in other specifications approved by the Bharat Heavy Electricals Limited, Shall apply.
- 18 Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation 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 tenderes for a period of three months from the date of opening of tenders.
- 19 Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
- 20 The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of 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 contract concerned.

2. TENDER NOTICE

A GENERAL

- 1 SEALED TENDERS for the above noted work are hereby invited from contractors having required experience in work of similar nature and magnitude and having financial capacity. Tenders are to be SUBMITTED to the office of Sr.DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP-Goindwal These tenders will be opened on the due date of tender opening at the Office of the Sr. DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab in the presence of such of those tenderers or their agents who may choose to attend.
- 2 TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day before due dates on payment of the prescribed sum as mentioned in page 1 as Cost of Tender Document in the form of either Cash or Demand Draft . This may also be downloaded from BHEL website. In such case a DD of Value equal to tender document cost in the favor of BHARAT HEAVY ELECTRICALS LIMITED payable at Goindwal must be submitted along with EMD . This Amount is not refundable. Micro and Small Enterprises (MSEs) are exempted from paying of cost of Tender document 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" . They will have to submit registration certificate along with their tender.
- 3 TENDERS must be submitted in sealed covers as described on Page no. 2-3 and should be addressed to the Sr. DGM/ HR & CIVIL , BHEL IVP -Goindwal with full name and address of the tenderer and the name of work being noted on the cover
- 4 THE TENDERERS also CALLED here AS CONTRACTORS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
- 5 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.
- 6 Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
- 7 Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- 8 Tenders not submitted on the prescribed form are liable to be rejected
- 9 The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part there of without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.

- 10 The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
- 11 This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

B SCOPE OF WORK AND SPECIFICATIONS FOR MATERIAL & WORK MAN SHIP

- 12 The contractor scope of work includes, Scarification of existing old cracked portion of flexible pavement in required area, subgrade compaction, pot hols repair work, and Providing of Profile correction course, patch repair work in BM and providing of Surface dressing or laying of SDBC after patch repair work by BM. the Scope also covers Laying of WMM as subbase course and then Laying of BM as base and SDBC as wearing course as per MORTH specifications, and as directed by Engineer in charge and also includes removal of debris generated at site from contractor work and providing of Thermo Plastic Road Marking strips . Scope of work includes removal of any defect in work at their own cost during the maintenance period of One year from the date of handing over of completed work to BHEL. Scope of work includes the supply of Bitumen by the Contractor.
- 13 The work shall be carried out as per Specifications of BOQ, drawings released from time to time, Civil Engineering Department Work & Safety procedure, specifications of standard code of practice and as per the instructions of Engineer-in- charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume I & II edition 2009 and latest Specifications of "Ministry of Road Transportation and Highways " . These specifications are available on web sites and they may also be had from the Engineer in Charge. The work completed by Contractor is liable to be Tested as per MORTH specification for the quality.
- 14 Grading of aggregate in Bituminuos construction shall be as per MORTH specifications. Job Mix Formula for Bituminuous Macadam and Semi Dense Bituminuous Concrete shall be designed by a separate agency viz PWD, Engineering college and other government laboratories doing the design work. Job Mix Formula shall be got approved by Engineer Incharge and all charges against Design and their Testing shall be borne by Contractor.
- 15 All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge in accordance with the approved method of IS /IRC/MORTH. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge and the cost of testing charges will be brone by the contractor. contractor will get the material tested from any laboratory (approved) as directed and whenever required by Engineer- in- charge and all liability of testing shall be born by the contractor.

C PREQUALIFICATION NORMS & EVALUATION OF TECHNICAL BID

- 16 A Contractor/Tenderer shall be considered prequalified for this work when he meets following eligibility Criteria .
 - (a) During last seven financial years (from 01/09/2005 to 31/08/2012 should have successfully completed works either
 - Three similar works each of value not less than **Rs. 1259874.00** (or)
 - Two similar works each of value not less **Rs. 1574842.00** (or)
 - One similar work of value not less **Rs. 2519747.00** .
 - (b.1) HAVING A VALID PAN number

- (c) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be minimum **Rs. 944905**. It should be supported by Certified copy of Balance sheet, P& L accounts and IT returns.
- 17.1 The norms for evaluation of Technocommercial Bid with prescribed score/ weightage is described in Annexure 1 of tender notice. Evaluation of only Prequalified Bidders will be done. Technocommercial Bid of a tenderer will be accepted for this work if his score against above norms is 60 or more. Only Those bidders will be Considered for Part 2/ Price bid /RA whose Technocommercial/Technical Bid is accepted.
- 17.2 Tenderers are requested to read these norms carefully and submit the required credential documents in support of information given by them against these norms so that their evaluation may be carried . In the absence of these documents their bid may be rejected due to improper evaluation.
- 18 The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted)
- 19 Similar Nature work means works of Construction of Bituminuous road with or without all other components of Flexible pavement . Other works like horticulture, building maintenance, Building works, Drainage works etc shall not be considered in category of similar work. Dissimilar / irrelevant works will not be considered for eligibility criteria.
- 20 Documentary evidences (Xerox copies - attested) for turnover, works experience, PAN, TIN, Service TAX, all as indicated & required in the tender document should be furnished without which it will not be taken into account.

Note : If Contractor does not have VAT/CST/TIN and Service Tax Registration number than Contractor shall apply for these if work is awarded to him and undertaking from the Contractor shall be required in such case.

D OFFER OF BANNED / BLACKLIST FIRMS

- 21 The offers of the Bidders who are on the banned list as also the offers of the bidders who ingage the service of banned firms shall be rejected, The list of banned firms is available on BHEL website www.bhel.com
- 22 Tenderers participating in the 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 finalisation 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 on going tenders even if participated till the hold is officially lifted and confirmed in writing.

E QUOTATION / RATES OFFERED, VALIDITY OF OFFER AND AWARD OF WORK

- 23 Tenderer has to quote their competitive rates on % basis either below or above or at par of rates enumerated in Schedule A of price bid which are based on DSR2012 for Scheduled Item and Approximate market rates for Non Scheduled Items.
The quotation 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.
- 24 BHEL reserves its right for carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed to the bidders whose technocommercial offer has been accepted.
- 25 the % of rate quoted should be in figures as well as in words with reference to each item and for all the items shown in the attached 'schedule A' of price bid . These rates shall be for the finished work on site.
- 26 Discrepancy in the rate and amount quoted will be corrected by following procedure:
- 26.1 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.
- 26.2 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
- 26.3 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.
- 26.4 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
- 27 Tenderer shall quote competitive rates only.
- 28 Tenderer shall quote rates in price bid only which shall be placed in separate sealed envelope. No financial information shall be given in technical bid.
- 29 In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 30 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, levies, taxes, duties, octroi, transport, lay-out, repairs, rectifications, maintenance till handing over, 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.

- 31 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.
- 32 Please note that BHEL will not be responsible for any contravention of service Tax rules by Tenderer/Contractor or delay in deposition of service tax or calculation of service tax by Them and will not bear responsibility for any penalty or interest applied by concerned authority for such contravention or delayed deposition or non deposition or wrong deposition of service tax by Contractor/Tenderer. Cost of free issue material consumed in the work will be given to Contractor on his request.
- 33 The tenderers are advised to go through the condition stipulated in Tender document , code of conduct for Health and Safety of Contract Labourer and Labor laws in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
- 34 Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of tender.
- 35 After award of Work on L1 accepted rates, the Price quoted by tenderer shall remain fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. 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.
- 36 QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto 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)
- 37 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.
- 38 In case more than one Tenderer quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
- 39 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

40 REVERSE AUCTION

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

- 40.1 Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.
- 40.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

- 40.3 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.
- 40.4 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 40.5 Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 40.6 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 40.7 BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 40.8 Reverse auction will be conducted on scheduled date & time.
- 40.9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 40.10 The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 40.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 40.12 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.
- 40.13 BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

F PERIOD OF COMPLETION AND LIQUIDITY DAMAGE

- 41 Time is the essence of the contract. Being a time bound work in nature, the contractor should make all efforts to complete the work in the stipulated period of **THREE (3) MONTHS** from the date of placement of LOI.
- 42 LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of **1 %** of Contract Value as mentioned in LOI for every week will be imposed Subject to 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
- 43 Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.

G EMD & SECURITY DEPOSIT

- 44 Every tender must be accompanied with EMD for the amount as specified in Page No. I in any of the form mentioned in Para 09 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract
- 45 Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above
- 46 If after opening of 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 instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- 47 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 48 EMD shall not carry any interest.
- 49 Security Deposit
- 49.1 Security Deposit shall be collected from the successful tenderer . The rate of Security Deposit will be as below:
- 49.2 Up to Rs. 10 lakhs :10%
- 49.3 Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
- 49.4 Above Rs. 50 lakhs :Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- 49.5 The security Deposit should be collected before start of the work by the contractor.
- 49.6 Security Deposit may be furnished in any one of the following forms
- 49.7 Cash (as permissible under the Income Tax Act)
- 49.8 Pay Order, Demand Draft in favour of BHEL.
- 49.9 Local cheques of scheduled banks, subject to realization.
- 49.10 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in the favour of BHEL and discharged on the back).
- 49.11 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 49.12 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 49.13 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 49.14 EMD of the successful tenderer shall be converted and adjusted against the security deposit.

- 49.15 The security deposit shall not carry any interest.
- 49.16 Acceptance of Security Deposit against Sl. No. 49.10 and 49.12 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 50 Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 35 above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

H FORCE MEASURE CLAUSE

- 51 If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I CORRESPONDANCE

- 52 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.
- 53 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 patties to the business.

J DISPUTE

- 54 In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Goindwal -143422. shall be final and binding on the tenderer / contractor.

SCHEDULE 'A', PRICE SCHEDULE/BOQ

I.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount (Rs)	DSR-12 Code
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth upto 50 m and lift up to 1.5 m, disposed soil to be levelled and neatly dressed :					
a)	All kinds of soil	1200.00	37.8695	Sq-m	45,443.40	2.1.1
2	Scarifying the existing bituminous road surface to a depth of 50mm and disposal of scarified material within all lifts and lead upto 1000 metre (by mechanical means).	2691.00	2.90	Sq-m	7,803.90	16.77
3	Cutting road and making good the same including supply of extra quantities of materials i.e. aggregate, moorum screening, red bajri and labour required.					
3.1	bituminous portion	1.08	1861.60	Cum	2,010.53	16.13.1
3.2	Water bound macadam.	2.40	989.25	Cum	2,374.20	16.13.2
4	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm. depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 metres.	2496.00	61.25	Sq-m	1,52,880.00	16.1

I.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount (Rs)	DSR-12 Code
5	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in mechanical mix plant, carriage of mixed material by tipper to site, for all leads & lifts, laying in uniform layers with mechanical paver finisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	339.20	1960.60	Cum	6,65,035.52	16.79
6	Providing and applying tack coat using hot straight run bitumen of grade VG - 10 including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :					
6.1	On W.B.M. @ 0.75 Kg / sqm.	2146.00	40.15	Sq-m	86,161.90	16.30.1
6.2	On bituminous surface @ 0.50 Kg / sqm.	4500.00	29.00	Sq-m	1,30,500.00	16.30.2
7	Providing and laying bituminous macadam using crushed stone aggregates of specified grading no 2 premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifcatons and directions of Engineer-in-Charge.					

I.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount (Rs)	DSR-12 Code
a)	50 to 75 mm average compacted thickness with bitumen of grade VG-30 @3.50%(percentage by weight of total mix) prepared in Drum Type Hot Mix Plant of 60-90 TPH capacity.	107.30	6149.90	Cum	6,59,884.27	16.55.2
8	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading 2 , premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.					
a)	25 mm compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2%(percentage by weight of Aggregate) prepared in Drum Type Hot Mix Plant of 60-90 TPH capacity.	3300.00	202.25	Sq-m	6,67,425.00	16.56.2
9	Surface dressing on old surface with hot bitumen of grade VG - 10 of approved quality using 1.95 kg of bitumen per sqm. with 1.50 cum of stone chippings 11.2 mm nominal size per 100 sqm of road surface including consolidation with road roller of 6 to 8 tonne capacity, etc. complete.	3000.00	120.45	Sq-m	3,61,350.00	16.27
10	Painting road surface marking with adequate no. of coats to give uniform finish with ready mixed road marking paint conforming to IS : 164, on bituminous surface in white/yellow shade including cleaning the surface of all dirt, scales, oil, grease and foreign material etc. complete.					
a)	New work (Two or more coats).	90.00	95.75	Sq-m	8,617.50	16.48.1

I.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount (Rs)	DSR-12 Code
11	Providing and applying 2.5mm thick road marking strips (retro-reflective) of specified shade/ colour using hot thermoplastic material by fully/ semiautomatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	210.00	505.80	Sq-m	1,06,218.00	16.62
12	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M - 35 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of fine sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	400.00	634.95	Sq-m	2,53,980.00	Non scheduled

TOTAL VALUE OF WORK For Scheduled Items (1 to 11)	28,95,704.22	Rs.
TOTAL VALUE OF WORK For Non Scheduled Items (12)	2,53,980.00	Rs.
TOTAL VALUE OF ALL WORK (1 to 12)	31,49,684.22	Rs.

A	ITEMS NO. 1-11 ; SCHEDULED ITEMS IN DSR 2012
A.1	% ABOVE RATES.....
A.2	% BELOW RATES.....
A.3	AT PAR /EQUAL TO RATE
A.4	GROSS AMOUNT FOR ITEM NO. 1 TO 11 Rs.....

B	ITEMS NO. 12 ; NON SCHEDULED ITEMS IN DSR 2012
B.1	% ABOVE RATES.....
B.2	% BELOW RATES.....
B.3	AT PAR /EQUAL TO RATE
B.4	GROSS AMOUNT FOR ITEM NO. 12 Rs.....

C GROSS AMOUNT FOR ALL WORKS IN IEM NO. 1 TO 12.(IE A.4 + AB.4)

Rs. IN FIGURE

Rupees IN WORDS.....

D ADD SERVICE TAX ON GROSS AMOUNT ABOVE (S/N C) @ OF % OF

TOTAL SERVICE TAX Rs. (IN FIGURE)

Rupees (IN WORDS).....

E TOTAL VALUE INCLUDING SERVICE TAX (C+D)

Rs. IN FIGURE

Rupees IN WORDS.....

NOTE:

The 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, levies, taxes,duties, octrai, transport, lay-out, repairs, rectifications, maintenance till handing over, 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 as mentioned above. Rate quoted are 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.

SIGNATURE OF CONTRACTOR

SCHEDULE 'B'

The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard.

Sl.No.	DESCRIPTION	PLACE OF ISSUE
nil.....	
1	It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement.	
2	Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.	
3	The materials will be issued only during the working hours of the BHEL Stores Department (9.00 a.m. to 5:30 p.m.). Contractor shall have to transport them as soon as they are issued to him to the site of work at his own cost.	
4	The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.	
5	The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.	
6	All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. permissible limit as fixed by BHEL shall be charged for at punitive rates.	
7	The decision of the Engineer / Dy. General Manager / Manage as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.	

SCHEDULE 'C'
ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	Remarks
.....Nil.....						

a. Machineries shall not be operated over time without the written permission of the Engineer / Dy. General Manager.

b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

SCHEDULE 'D'

.....NIL.....



SCHEDULE 'E'

.....NIL.....