

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED

बी एच ई एल सम्पदा कार्यालय/BHEL ESTATE OFFICE  
बी एच ई एल उपनगरी/ BHEL TOWNSHIP, सैक्टर/ SECTOR-17  
नोएडा / NOIDA- 201301



**TENDER DOCUMENT FOR**

बी एच ई एल उपनगरी, सेक्टर - 17, नोएडा में रेज़िडेन्शियल क्वार्टर और अन्य भवनों में व्हाइट वॉशिंग, ऑइल बाउंड डिस्टेम्पर और पेंटिंग के कार्य हेतु निविदा दस्तावेज ।

**TENDER DOCUMENT FOR WHITE WASHING, OIL BOUND DISTEMPER & ENAMEL PAINTING WORKS OF RESIDENTIAL QUARTERS AND OTHER BUILDINGS IN BHEL TOWNSHIP SECTOR-17, NOIDA**

निविदा संख्या/ NIT No.: 34: AA: NOI: ADMN: Paint: 112: 2020-21, दिनांक/DATED: 20.01.2021

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**जमा करने के अंतिम तिथि: 01.02.2021 15:00 बजे।**  
**LAST DATE FOR SUBMISSION: 01.02.2021 AT 15:00 Hrs.**



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय , सेक्टर - 17, नोएडा - 201301 (यु. पी.) भारत  
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two part bid for the following work: -

**Name of Work** : **White Washing, Oil Bound Distemper & Painting Works of residential quarters and other buildings in BHEL Township, Sector-17, Noida**

**NIT No.** : **34:AA: NOI: ADMN: Paint: 112: 2020-21 Dated: 20.01.2021**

**Period of Completion: 12 months**

**Earnest Money** : **Rs. 54,000/- (Rupees Fifty Four Thousand Only)**

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at: 01.02.2021 at 1500 Hrs.**

**Date of opening the tender** : **01.02.2021 at 1530 Hrs.**

**Venue for opening of Tender** : **BHEL House, Siri Fort, New Delhi-110049**

The Tender Document may be obtained from the office of Dy. Manager (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the office of Dy. Manager (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **01.02.2021 at 1500 Hrs.** In case of any clarification the bidder can contact undersigned on, Tel No. – 3070961/963 or at e-mail: [varungarg@bhel.in](mailto:varungarg@bhel.in).

**(Varun Kr. Garg)**

Dy. Manager (HR-TAX)

On behalf of "BHEL"

**भाग ए - टेकनो कमर्शियल बिड**  
**PART 'A' – TECHNO- COMMERCIAL BID**

**A. INSTRUCTIONS FOR THE BIDDERS/TENDERERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://www.bhel.com)) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-E-1) and (ii) sealed Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
8. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates/percentages/amount as specified in the Price bid format.
9. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
10. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
11. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
12. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
13. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX), on Telephone No.-0120-3070961/963 or at e-mail: [varungarg@bhel.in](mailto:varungarg@bhel.in).**
14. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

**B. PRE QUALIFYING CRITERIA:**

- 1) The bidder should have PAN No.
- 2) The bidder's average annual financial turnover during the last three financial years ending **31.03.2019** should be at least Rs 8.09 lakhs.
- 3) The experience of having successfully completed similar Works (Similar work shall mean execution of Civil Renovation/Repair/Construction works) during last 7 years ending on **31.12.2020** should be either of the following: -
  - (i) **Three** similar completed jobs/ services costing not less than **Rs. 10.79 Lakhs each**
  - Or
  - (ii) **Two** similar completed jobs/ services costing not less than **Rs. 13.48 Lakhs each**
  - Or
  - (iii) **One** similar completed jobs/ services costing not less than **Rs. 21.57 Lakhs.**

**5. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**

- a) **Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.**
- b) Self-attested copies of CA Certificate OR Balance Sheet and Profits & Loss Account statements of last three financial years i.e. 2016-17, 2017-18 & 2018-19.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. 2016-17, 2017-18 & 2018-19.
- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on **31.12.2020**. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Self-attested copies of the **PAN No.**
- f) The Bidder must Submit a declaration (enclosed at Annexure –E2), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- g) No deviation certificate as per Annexure –E3 (enclosed) must be signed and stamped.
- h) Bidder must submit the technical details in the enclosed format (Annexure-E4).
- i) Bidder must submit the bidder's details in the enclosed format (Annexure-E5)
- j) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – E-6), if GST is applicable to the contractor/vendor.
- k) Bidder must submit the Check-list enclosed at Annexure-E7 after duly filled and signed.
- l) **Bidders who have submitted their bids for NIT No. 25:AA:NOI:ADMN:Paint:2020-21 dtd: 09.12.2020 may not submit their documents to meet the PQR of the tender again, if they wish to apply for this tender. However they may submit any additional documents in support of PQR if they wish to do so. All other documents other than those required the fulfilling PQR of the tender shall be submitted by the bidder, like tender document (stamped and signed), price bids, etc.**

**C. GENERAL TERMS & CONDITIONS: -**

- 1) Tenders received late /in open condition/**without EMD/** not meeting the tender condition / incomplete in any respect are likely to be rejected. **EMD deposited by the respective bidder against the tender NIT No. 25:AA:NOI:ADMN:Paint:2020-21 dtd: 09.12.2020 shall be considered for the purpose of this tender, if the bidders request for the same in their offer submitted against this tender.**

- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site [www.bhel.in](http://www.bhel.in)
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect shall be rejected.
- 7) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) Estimated rates have been disclosed and firm & fixed in the tender documents and only **percentage rate tenders** are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. **Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 08 of Price Bid format.** The same quoted percentage will be applied on every item of the BOQ. Any deviation by means of changing the estimated rate of an individual item or modification of quantity to be supplied will be treated as non-acceptance of tender terms and bid will be rejected.
- 9) The rates/amount/percentage quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- 10) **If GST is applicable to the vendor then the vendor should provide the GST registration Certificate also.**
- 11) **VALIDITY OF RATES:** Validity of rates will be **120 days** from the date of opening of the techno-commercial bid.
- 12) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by **opening of sealed price bid.** Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. Evaluation of bid will be on total cost to 'BHEL'. Evaluation of Price Bid will be done on overall L-1 rate inclusive all including GST (i.e. on **Sl. No. 11** of Price Format).
- 13) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
  - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - 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.
  - 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 to (a) and (b) above.
  - d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 14) **COMPLETION PERIOD:** The completion period will be **twelve (12) Months** from the date of award or the Start date as specified in the Work Order.



- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 16) The contractor should have PF code number & ESI code number before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.
- 17) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 18) The contractor will be responsible for the quality of the work/services and it is to be guaranteed for a period of **12 months** from the date of actual completion of contract.
- 19) Period of guarantee/ maintenance shall mean the period of 12 months, which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 20) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -
- Water & Electricity shall be provided free of cost.
  - Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer in charge.
  - BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- 21) **STORES AND MATERIALS ON SITE:**
- The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
  - All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
  - The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
  - The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
  - Contractor will remove the temporary stores/ structure before claiming the final bill.
- 22) **TERMS OF PAYMENT: -**
- No advance payment or the payment for mobilization of work will be made to the Contractors. Running bills payment (If demanded by Contractors) excluding GST portion, against the work executed shall be made to the Contractors. However only one running bill will be accepted in a month.
  - The payment of final bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the final bill.
  - No payment shall be made for the work done without the permission of Engineer-in-Charge.
  - Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at S. No. 24 (Taxes & Duties). The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.

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

23) **TAXES & DUTIES: -**

- a) Goods and Services Tax (GST) shall be payable after submission of GST compliant tax invoices by vendors/contractors for whom GST is applicable & once the same is visible in BHEL account.
- b) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price if GST is applicable.
- c) If GST is applicable to the contractor, then the contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account if GST is applicable to the vendor.

24) **PROGRESS OF WORK AND PENALTY FOR DELAY:**

- a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time.
- b) The contractor will have to complete all the work in a flat including scraping, primer coat, lime wash, applying cement based putty, OBD & enamel painting within the assigned period including holidays by deploying sufficient man powers. In case of delay a penalty @ Rs 300 per day delay will be deducted from the bill. The assigned period/ no. of days for different types of flats will be as bellow:

For A- Type flats: 5 days

For B-Type flats: 7 days

For C & MC- Type Flats: 9 days

For D & E - Type Flats: 12 days

However the total penalty due to delay will be up to maximum 10% of total contract value. LD will be calculated on the total contract value.

25) **LD/PENALTY FOR DELAY & QUALITY**

- a) In case there is a delay attributable to contractor in completing the work in stipulated time i.e. **12 months** from the date of award of work (or the Start date as specified in the Work Order), L.D./Penalty will be imposed @ ½ % (i.e. 0.5 %) per week of delay. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD/Penalty will be calculated on the total contract value.
- b) In case of LD/Penalty recovery, the applicable GST shall be recovered from the contractor.

26) **Bonus Clause, PVC & ORC** are not applicable for the subject proposal.

27) **EARNEST MONEY DEPOSIT (EMD):**

- a) **EMD of Rs 54,000/- (Rupees Fifty Four Thousand only)** in the form of Banker's Cheque/Pay Order/Demand Draft issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act in favour of BHEL, payable at New Delhi, must be submitted

in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act may also be accepted (FDR should be in the name of the Contractor, a/c BHEL). Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). **Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.**

#### **Bank account details for NEFT/RTGS**

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED  
 BANK NAME: KOTAK MAHINDRA BANK  
 CA NO.: 9011196535 (CURRENT ACCOUNT)  
 BRANCH CODE: 000172  
 MICR: 110485003  
 IFSC: KKBK0000172  
 PAN: AAACB4146P

- b) EMD of the tenderer will be forfeited if:
- 1) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
  - 2) The tenderer does not commence the Work within the period as per LOI/ Contract.
- c) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- d) EMD shall not carry any interest.
- e) **EMD deposited by the respective bidder against the tender NIT No. 25:AA:NOI:ADMN:Paint:2020-21 dtd: 09.12.2020 shall be considered for the purpose of this tender, if the bidders request for the same in their offer submitted against this tender.**

#### **28) SECURITY DEPOSIT:**

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
- 5% of work order value**
- The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act)
  - ii) Pay order / demand draft in favour of BHEL.
  - iii) Local cheques of schedule banks, subject to realization.
  - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.



- viii) EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
- ix) The Security Deposit shall not carry any interest.  
(Acceptance of Security Deposit against Sl. No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c) The security deposit will be released only after completion of Guarantee/ Maintenance period of 12 months from the date of actual completion of work.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and may result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 29) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 30) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 31) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 32) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 33) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The Risk & Cost Amount shall be calculated as follows: -

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

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

H = Overhead Factor to be taken as 5

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

#### **D. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK: -**

- 1) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications and relevant IS codes for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- 2) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL. All the materials like lime, paints, putty, distemper, primer etc. will be approved by Engineer In-charge before use. Oil Bound Washable Distemper (OBD), wall Primer and Enamel paints of standard manufacturer as in below table will be acceptable.

S. N.	Name of Material/ Fittings	Make/ Brand
1	Plaster of Paris (POP)	Sakarni, ACC or Birla
2	White Cement based Putty	JK or Birla
3	Wall Primer	Asian Paints (Decoprime wall primer), Berger (BP White Primer), Nerolac (Wall Primer), Dulux (Wall Primer)
4	Oil Bound Distemper (OBD)	Asian Paints (Tractor Acrylic Distemper), Berger (Bison Acrylic Distemper), Nerolac (Beuty Acrylic Distemper), Dulux (ICI Acrylic Distemper)
5	Wood Primer	Asian Paints (Wood Primer), Berger (Wood Primer), Nerolac Primer, Dulux (Duwel wood primer)
6	Synthetic Enamel Paint	Asian Paints (Apolite Premium Gloss Enamel), Berger (Luxol High Gloss Enamel), Nerolac (Synthetic Enamel), Dulux (Gloss)

- 3) All other materials like lime, POP, putty, blue (Neel), Steiner & thinner etc. will be arranged by contractor. No materials & tools will be supplied by the BHEL. All tools & tackles like scrapper, brush, ladder etc. will be arranged by the contractor.
- 4) The contractor will have to complete all the work in a flat including scraping, primer coat, lime wash, applying cement based putty, OBD & enamel painting within the assigned period including holidays by deploying sufficient man powers. In case of delay a penalty @ Rs 300 per day delay will be deducted from the bill. The assigned period will be as below:

For A- Type flats : 5 days

For B-Type flats : 7 days

For C & MC- Type Flats : 9 days

For D & E - Type Flats : 12 days

- 5) The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non-supply hours at no extra cost.
- 6) The work will be done up to the satisfaction of engineer in charge along with the residents of the flat. If the quality of work is not up to the mark re-work will be done without any extra claim.
- 7) The work will be done as per the convenience of residents. Any misconduct with the residents will not be tolerated.
- 8) Any damage of residents' own belonging due to the negligence of contractor's worker, the recovery will be done from the contractor.
- 9) **Generally light cream shade is used on walls and light cream/smoke grey on Doors & windows, but in special/certain case(s) the contractor will have to do any other light colour shade also as per the direction of site in charge.**
- 10) **After completion of paint work in any quarter, all dropping of paints & stains from floor & glass etc. will be cleaned by the contractor at no extra claim.**
- 11) It is advisable not to wash the bucket of paints/ distemper in bathrooms/ toilets of flat. It may choke the drain of toilet. In case of so, contractor will clear the choke and if WC seat is required to be replaced due to choking, the contractor will replace the WC seat without any extra claim.
- 12) Maintenance period shall be 12 months from the date of actual completion of work and full security deposit will be retained for the maintenance period. In case of peeling off the paint coat in any room of a flat the contractor will do re-work in whole room without any extra claim. If contractor fail to attend the problem the rectification work will be carried out by any outside agency and payment for the rectification work will be made from the security deposit.
- 13) The security deposit will be released only after carrying out required maintenance if any, to the entire satisfaction of Engineer Incharge.
- 14) After completion of the work in a building the contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 15) **The Quarters/Official Buildings etc. will be handed over to the contractor depending upon the vacation of quarters & as per the site requirement. It may be noted that the nos. of flats handed over to the contractor in a month may vary. Thus, the contractor should be well prepared for the above circumstances.**
- 16) The Source of Water and Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.
- 17) Proper curing of all the cement work (if applicable) as per IS specifications shall be done by contractor on no extra claim.
- 18) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- 19) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- 20) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 21) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 22) **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.

- 23) GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of 12\_months/one year from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period of 12 months. It shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge. In case of not attending any rectification/ repairing work by the contractor, the rectification work will be carried out by any outside agency and recovery will be done from the contractor.
- 24) The bidders are advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from the Dy. Manager (HR-TAX), on Telephone No.-0120-3070961/963 or at e-mail: [varungarg@bhel.in](mailto:varungarg@bhel.in).**

#### **E. CONTRACTOR'S OBLIGATION:**

- 1) "The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/Contractorss shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 10) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the



person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.

- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipment, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

**(Varun Kr. Garg)**

Dy. Manager (HR-TAX)

On behalf of "BHEL "



**ANNEXURE: E-1****UN- PRICE BID**

Name of Work: **White washing, oil bound distemper & painting works of residential quarters and other buildings in BHEL Township sector-17, NOIDA**

S. N.	Description	Unit	Quantity.	Rate (Rs.)	Amount (Rs.)
1	Removing white or colour wash by scraping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	4000.00	3.48	13904
2	White washing with lime to give an even shade old works (one or more coats).	sqm	4000.00	2.62	10472
3	Removing dry or oil bound distemper, water proofing cement paint & the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	30000.00	4.50	134970
4	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	21000.00	36.36	763455
5	Distempering with Oil Bound Washable Distemper of approved brand and manufacture to give an even shade (two or more coats) over and including priming coat with cement primer.	sqm	30000.00	39.01	1170180
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade, One or more coats on old work	sqm	9000.00	21.35	192159
7	Total Amount in Rs.				2285140
8	Percentage Above (+) / Below (-) / at par with S. No.7				XXXXXXXX %
9	Total Quoted Amount after applying percentage (S. No. 8) excluding GST in Rs.				XXXXXXXXXX
10	GST( @ <input type="text"/> %) in Rs.				XXXXXXXXXX
11	Total Amount inclusive of GST in Rs.				XXXXXXXXXX
12	<b>Total in words:</b> XXX				

**Note:**

1. GST, as applicable shall be indicated by the vendor in the above S. No. 10. If the vendor is not required to pay the GST/exempt from GST, then value '0' may be inserted
2. Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at **S. No. 8** of Price Bid format.
3. The same quoted percentage will be applied on every item of the BOQ.
4. Any deviation by means of changing the estimated rate of an individual item or modification of quantity to be supplied will be treated as non-acceptance of tender terms and bid will be rejected

**ANNEXURE: E-2**

**DECLARATION**

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

**(Signature & seal of the contractor)**

Place:

Date:

**ANNEXURE: E-3**

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

**ANNEXURE: E-4****TECHNICAL DETAILS****Rs. Lacs**

<b>TURNOVER (F.Y.)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
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<b>EXPERIENCE</b>	<b>No. of Work</b>	<b>Value</b>	<b>Customer's Name</b>
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<b>SIMILAR WORKS</b>	<b>Nature of Works</b>	<b>No. of works</b>	<b>Value</b>	<b>Customer's Name</b>
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<b>EPF Registration number</b>			
<b>ESI Registration number</b>			
<b>PAN Card No.</b>			
<b>GST No.</b>			
<b>Income Tax Return (F.Y.)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
<b>EMD Details</b>	<b>DD/ PO /FDR No.</b>	<b>Date</b>	<b>Amount</b>

**ANNEXURE: E-5****BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**\*Note:** Submit a canceled cheque for verification of above bank details.



**ANNEXURE: E-6**

**DECLARATION OF GST BENEFITS**

**To whom so ever it may concern**

I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

**(Signature & seal of the contractor)**

Place:

Date:

**ANNEXURE: E-7****CHECK-LIST (TECHNICAL BID)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 54,000/- as defined in the EMD clause of the tender above.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the CA Certified Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2016-17, 2017-18 & 2018-19		
4	Acknowledgement of I-T return of last three financial years i.e. FY 2016-17, 2017-18 & 2018-19.		
5	Self-attested Copy of the PAN card.		
6	Self-attested Copy of GST registration certificate		
7	Un price Bid enclosed at Annexure- E1		
8	Declaration enclosed at Annexure – E2		
9	No deviation certificate enclosed at Annexure – E3		
10	Technical details as per Annexure-E4		
11	Bidder's detail as per Annexure- E5		
12	Declaration of GST Benefits enclosed at Annexure – E6		
13	Check List at Annexure – E7		
14	All the pages of tender document have been signed		
15	Sealed envelope of price bid submitted as per format		