

Bharat Heavy Electricals Limited

Industrial Valves Plant

Goindwal, Distt. Tarn -Taran, Punjab

Department of Civil Engineering

NOTICE INVITING TENDER

TENDER NOTICE NO.	01/12-13
Name of work	finishing and repair works by providing cement plaster on exterior walls of Residential Buildings of BHEL township at Goindwal
Site of work	GOINDWAL , DISTT. TARN -TARAN , PUNJAB
Estimated Cost of work	Rs 1.63 Lakhs
Completion Time	ONE MONTHS FROM THE DATE OF PLACEMENT OF LOI.
Maintenance Period	6 (Six Months 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%.
Earnest Money Deposit	Rs. 10,000/ -(To be deposited in the form of demand Draft only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL)
Cost of Tender Document	Rs. 200/- To be deposited in the form of DD if downloaded from web site .This amount will not be refunded under any circumstances

Issue of Tender documents	from 7-04-2012 to 28-04-2012
Last Date for Receipt of Tender bids	13:00 Hrs. on 30-04-2012
Date of Tender Opening (Technocommercial bid)	15:00 Hrs. on 30-04-2012

Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal, Distt. Tarn -Taran, Punjab
Department of Civil Engineering

BHE:IVP:CIVIL:RM:2012/13-01

TO,

The Tenderer

Dear Sirs,

Sub: PART 1// QUALIFICATION CUM TECHNICAL BID

Ref: 1. Tender Notice No. 01/12-13

**

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

Part 1/ Qualification cum Technical bid Documents contains **24 pages** and covers (a) NIT on page 1 (b) Tender Notice along with Qualification norms. (c) Instructions to tenderers (d) Special conditions of the contract (e) Technocommercial bid performa which is to be filled by tenderer.

Part 2/ Price Bid documents contains **16 pages** and consists of Bill of Quantities to offer your most competitive rates for all the items of Bill of Quantities attached in the Price Bid.technical drawings and sketches related to subject work.

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

Part 1/ Qualification cum 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 Cl no. 11 and acceptance of conditions of Contract by bidder . In case the agency does not accept Tender terms and conditions or put any conditions unacceptable by BHEL than his/her bid is liable to be rejected and their price bid will not be opened.You are requested to Fill informations required in space provided in techno commercial Bid Page **18 to 24** and quotate your competitive rates in Schedule A of price Bid page **13** 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 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. 10,000/-** 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 their bid shall not be considered.**

In case of tender documents are downloaded from website, tender shall accompany the tender cost of **Rs.200/-** 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 the bid submitted by tender shall be summarily rejected.**

2) TECHNOCOMMERCIAL BID ENVELOPE : This envelope shall contain duly filled in Qualification cum Technical bid documents (all pages) 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 submitted in the tender Box placed in the office of the undersigned on or before **30-04-2012 at 13:00 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 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,
DGM / CIVIL ,HR & Quality
IVP -GOINDWAL-143422

Issued to
M/s / Shri/ Smt/
.....
.....
Date

Issuing Officer
Name:.....
Designation:.....
Date

CONTENTS OF TENDER DOCUMENTS

S/ No.	DESCRIPTION	PAGE NO.
A	Tender Notice	5 to 10
B	Instructions to Tenderers	11 to 12
C	Special Conditions of Contract	13 to 17
D	Technocommercial Bid Offer/ Performa (To be filled and certify by Tenderers)	18 to 24

A. TENDER NOTICE

- 1 SEALED TENDERS for the above noted work are hereby invited from contractors . Tenders are to be dropped in tender Box which is kept in the office of DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal Up to **13:00 Hrs. on 30-04-2012** . These tenders will be opened on the same day at **15.00 Hrs.** at the Office of the 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 from **9.00 A.M. to 5.00 P.M. up to 28-04-2012** on payment of the prescribed sum of Rs. 200 / - per set 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 Rs. 200/- in the favor of BHARAT HEAVY ELECTRICALS LIMITED payable at Goindwal must be submitted along with EMD . This Amount is not refundable.
- 3 TENDERS must be submitted in sealed covers as decribed on Page no. 2-3 and should be addressed to the 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 AS CONTRACTORS here 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 of 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 **The scope of work includes carrying out cement plaster work as per specifications described in BOQ including cost of all material, T&P, Sundries, Scaffolding and Labour etc complete at site.**
- 8 **The Scope of works includes surface preparation for receive of new Cement Plaster as directed by Engineer in charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume II edition 2009 chapter 13. These specifications are available on CPWD web site and they may also be had from the Engineer in Charge.**
- 9 Material to be used in the work shall be as per specifications mentioned in BOQ and CPWD manual described above. These materials shall be of standard ,reputed and approved make. List of approved make of these materials is attached in Schedule D of price bid. Finishing work is to be completed in all respects. An incomplete work on any wall or any portion of building shall not be measured for payment.
- 10 Material brought to the site shall be approved by Engineer -BHEL . Contractor shall put them on use only after approval of BHEL. No payment will be done for providing or using unapproved material.
- 11 **The following eligibility criteria shall be complied by a contractor/ tenderer**
 - (a) **HAVING A VALID PAN number or proof of having applied for same which is to be submitted along with this tender document.**

- 12 **Documentary evidences (Xerox copies - attested) for PAN No. as indicated & required in the tender document should be furnished without which it will not be taken into account.**
- 13 The work shall be carried out in occupied buildings as per the direction of Engineer in charge, Civil Engineering Department Work & Safety procedure, specifications and standard code of practice etc.
- 14 The tenderer should quote specific rates for each item in the schedule A of price bid only and the rates should be in rupees and paise. If tenderer quote the rates elsewhere in the tender document than his bid shall be summarily rejected. The Price schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
- 15 UNIT rate should be quoted 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 only. These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
- 16 If there is any difference in rates written in figure and in words than lesser of two shall be considered for arriving the Cost of work.
- 17 Tenderer shall quote competitive rates only. NO discount or rebate or accession or addition in Rates or Gross value of work quoted in schedule 'A' of price bid shall be considered .
- 18 If tenderer also mention for any discount or rebate or accession or addition on their basic rates quoted by him/her than it shall be summarily rejected and evaluation of his /her price bid for arriving L1 cost shall be done by considering basic rates only.
- 19 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.
- 20 The item rates offered shall be complete for the entire cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, 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, the same will be reimbursed on production of valid document / proof for having paid service tax by the tenderer.
- 21 Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. However if the service tax is applicable for this contract, It shall be mentioned specifically by Tenderer in Price bid and Technical Bid. If tenderer does not have service tax Registration no. than he shall submit the documentry proof for having applied for same with acknowledgement and Registration no. is to be submitted before release of payment.

- 22 This service Tax will be reimbursed to Contractor on submission to BHEL a documentary evidence of deposition of this service Tax to the concerned authority. 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.
- 23 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)
- 24 Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of tender.
- 25 work shall be awarded to L1 tenderer on L1 quoted rates. Price quoted by tenderer shall be 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.
- 26 In case more than one contractor 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.
- 27 **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 One (01) MONTHS from the date of placement of LOI.**
- 28 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.
- 29 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.
- 30 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
- 31 Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above
- 32 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.

- 33 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 34 EMD shall not carry any interest.
- 35 Security Deposit
- 35.1 Security Deposit shall be collected from the successful tenderer . The rate of Security Deposit will be as below:
- 35.2 Up to Rs. 10 lakhs :10%
- 35.3 Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
- 35.4 Above Rs. 50 lakhs :Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- 35.5 The security Deposit should be collected before start of the work by the contractor.
- 35.6 Security Deposit may be furnished in any one of the following forms
- 35.7 Cash (as permissible under the Income Tax Act)
- 35.8 Pay Order, Demand Draft in favour of BHEL.
- 35.9 Local cheques of scheduled banks, subject to realization.
- 35.10 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).
- 35.11 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 35.12 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.
- 35.13 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.
- 36 EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 37 The security deposit shall not carry any interest.
- 38 Acceptance of Security Deposit against Sl. No. 35.10 and 35.12 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.
- 39 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.
- 40 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.
- 41 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.

- 42 Tenders not submitted on the prescribed form are liable to be rejected
- 43 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.
- 44 This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- 45 The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for „Health & Safety of Contract Labourer“ 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.
- 46 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.
- 47 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.
- 48 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.
- 49.1 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
- 49.2 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.
- 50 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.

- 51 **Force Majeure clause:** 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.

B. 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 form 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 Generally, the maintenance period for any work under BHEL Organization will be Six(6) months
- 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 Shall 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.

- 10 Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of 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, may be 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.
- 11 If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancel 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.
- 12 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.
- 13 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.
- 14 Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
- 15 The expenses for competing and stamping the agreement shall be paid by the contractor.
- 16 The General and special conditions are complementary to each other and where they 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.
- 17 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 tenderers for a period of three months from the date of opening of tenders.
- 18 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

C. SPECIAL CONDITIONS OF CONTRACT

- 1 BHEL shall have privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 2 **The works contract to be entered into with the successful tenderer will also be governed by the BHEL General Conditions of Contract in force. Copy of these General conditions of contract may be had from office of DGM/ HR & CIVIL -BHEL Goindwal by sending a written request to him.Tenderers are required to read every general condition of contract carefully before tendering. Any deviation from these condition shall be summarily rejected.**
- 3 The work must be completed within a period as mentioned in Page No.1.and Clause no. 27 of tender Notice . Non completion within stipulated time Clause no. 41 of Chapter III of General condition of Contract for Compensation for delay of the work will be applicable for this work if delay is on part of contractor.
- 4 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.
- 5 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.
- 6 In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 7 The contractor shall submit the programme for the completion of work and indicate the list of machineries and site personnel to be deployed for the work after award of it. This should be in Line with the S/n 19 & 20 of technocommercial Bid/Offer.
- 8 **No advance for mobilization will be given.**
- 9 On the written request from the contractor Water required for the work may be provided by this organization at only one point at the site of the work at free of cost. In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water, is liable to be stopped at contractor's risk and cost.

- 10 On the written request from the contractor Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.
- 11 On the written request from the contractor Compressed air alone will be provided this organization at only one point near the site of work at free of cost. The contractor has to provide further arrangements from that point to his other areas. Also the contractor should be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jack hammer with silencer wherever BHEL is not in a position to supply compressed air
- 12 All the materials to be used in the work shall confirm to respective CPWD, IS,ASTM and National Buildings Organisation Standard Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work.
- 13 The contractor should use only the materials of brand and quality approved by BHEL. Contractor will have to submit manufacturers test certificate for quality of product and its material bought by the contractor for use at this site when BHEL Engineers asked him to do so.
- 14 Contractor's materials and tools & plants shall be brought inside factory/ Township with proper invoice / voucher and make necessary entry at the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside the factory complex.
- 15 The Deputy General Manager / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of BHEL when the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him.
- 16 The contractor should bring necessary Tools & Equipments as and when required for the work without any delay. Also required number of the tools & Plants / instruments shall be made available always at site for the works.
- 17 The contractor has to deploy sufficient number of lorries to collect & transport the construction materials debris generated, etc. at site. Otherwise BHEL would clear the debris at the contractor's risk and cost.
- 18 The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for under the "BHEL Safety Code attached here with as Annexure to General Conditions of Contract. Responsibility of Safety of labor engaged by contractor for construction lies with the contractor only.
- 19 All safety measures are to be followed during execution of work. Necessary scaffolding, ladders, safety net, life lines barricaddings etc. are to be provided with prior permission from safety department. Necessary work permit to work at heights to be obtained.

- 20 The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.
- 21 The contractor has to plan and work for the areas on priority and availability on mutual agreement with execution and user or occupants of the building obtaining prior permission from concerned persons.
- 22 **All the works shall be executed as per the specifications provided in BOQ / CPWD / BIS/ASTM.**
- 23 No night work will be permitted without the written permission of the Engineer – in – charge.
- 24 The contractor should submit in advance every fortnight a detailed programme of work to be undertaken from time to time strictly in conformities with the “Time and Progress Chart” covering the entire constructed work and reschedule them wherever necessary during the progress of the work so as to achieve the target set. Periodical progress reports of every fortnight should also be furnished by the Contractor regarding the collection of materials issued and to be issued from BHEL Stores and other relevant information as asked for by the Engineer-in-charge and other BHEL Officers-in-charge of the work.
- 25 Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill. The final acceptance of work in all items is subject to proper behaviour after testing regardless of whether the items are paid for or not.
- 26 The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 27 The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas enabling them to execute their portions of work without any delay or difficulty.
- 28 The contractor has to carry out the work in occupied buildings Without any inconvenience to the residence of the buildings and without affecting their routine activities by planning the activities of the work in an effective way. All garbage and rubbish at the end of work in the evening shall be removed by contractor .
- 29 The contractor shall strictly adhere to various labour laws in force. The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.
- 30 The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric movement system.
- 31 Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor’s representative at the work spot.
- 32 The contractor should establish his own site office, labour colony, handling facility, storage facility etc., for which vacant land will be allotted on specific request to the contractor if it is available with BHEL for which the rent will not be collected.

- 33 Permission for erection of temporary work sheds etc., at site will have to be obtained from BHEL in writing in advance. All debris and surplus materials generated during the execution of work shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
- 34 The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
- 35 The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:
- | | | |
|--|---|-------|
| Site in-charge/Planning Engineer and co-ordinator (or) | - | 1 No. |
| Supervisor (Diploma Holder) (or) | - | 1 No. |
| Site Foreman | - | 1 No. |
- 36 An Engineer to look after Quality and one Safety Engineer may be deployed at site to look after safe working.
- 37 The tenderer has to deploy an adequate skilled labour of required categories so as to execute the works simultaneously in all areas of work to complete it within stipulated time.
- 38 Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory Complex.
- 39 The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 40 It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
- 41 Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract Clause no 50 of chapter IV
- 42 The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
- 43 The contractor should maintain proper accounts for materials if any supplied by this organisation and these should be available at the site of work for verification and check by the Officials of this Organisation at any time.
- 44 Payment to the contractor will be done by Electronic fund transfer Mode. Contractor will have to furnish necessary detail before receive the payment by this mode.Necessary deductions shall be done like TDS etc at the standard rates applicable on time as per the rules, ragulations and ACTs of Governments
- 45 **For the execution of this work BHEL will not issue any material except those mentioned in schedule B of price bid.**
- 46 **CEMENT:**
- 46.1 **There will be a recovery from contractor RA/Final Bill to ensure quality work . Any under consumption of cement shall attract a penalty as follows.**
- 46.2 **under consumption of cement up to 5% of the theoretical requirement as per BHEL Data will be charged at the rate of Rs.9600/per M.T. + applicable taxes at the time of recovery. under Consumption above 5% will be charged at the punitive recovery rate of Rs.19200/per M.T.. + applicable taxes at the time of recovery.**

- 47 In case the work done by contractor or material brought by contractor on site of work for use is not up to the desired standard or quality than Engineer incharge shall have right to reject whole or part of work completed so far and no payment shall be done for such poor work. BHEL may go for necessary quality test on materials brought by contractor .
- 48 BHEL shall be entitled to terminate the contract/pending Work Orders at any stage and to get the work done elsewhere at the risk and cost of the Contractor, either the whole of the work or any part thereof which the Contractor has failed to complete or deliver within the time stipulated as aforesaid. Contractor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.
- 49 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.
- 50 The court of the place from where the LOI is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the LOI.

Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal, Distt. Tarn -Taran, Punjab
Department of Civil Engineering
TECHNOCOMMERCIAL BID

TENDER NOTICE NO.

01/2012-13

NAME OF WORK.

FINISHING & REPAIR WORKS OF PROVIDING CEMENT PLASTER ON EXTERIOR WALLS On TOWNSHIP BUILDINGS OF BHEL AT GOINDWAL

- 1 Name of Tenderer :** **Shri / M/s**
- 2 Nationality :**
- 3 Address :**
-
- 4 Telephone No. :**
- 5 Fax No.**
- 6 Constitution (ATTACH DOCUMENTARY EVIDENCE IN SUPPORT OF THIS INFORMATION)**
- Individual/ Sole proprietorship Concern
- Private Ltd. Company
- Partnership Firm
- Public Ltd. Company
- 7 Place of business**
- 8 Date of commencement of business**
- 9 Details of Owner / Partners / Directors (Strike out whichever is not applicable) attach separate sheet if more space is required**

Sl.	Name & Designation	Occupation Address	Telephone No. & Fax No.	E-mail

10 Name of person holding power of attorney. (Copy to be enclosed)

.....
(a) Nationality Indian Other

11 Whether enlisted with any other Department Yes No

(a) If yes, give details:

(i) Name of Department & address

(ii) Money limit

(iii) Enlistment No. & date

(iv) Valid up to

12 Is the individual/sole proprietor/any partner/ directors of company:

(a) Dismissed Government Servant Yes No

(b) Having business banned/suspended by any government in the past Yes No

(c) Convicted by a court of law Yes No

(d) Retired Engineer / Official from Engineering Departments of Govt. of India within last two years Yes No

(e) Director or partner of any other company / firm enlisted with CPWD or any other department Yes No

(f) Member of Parliament or any State Legislative Assembly If answer to any of the above is „Yes”, furnish details on a separate sheet Yes No

13 Required Cost of Rs. 200/- of Tender Document paid Yes No

14 Detail of DD no./ Cash Recpt. No. For Cost of tender document

15 Required EMD of Value of Rs. 10,000/- through DD attached Yes No

16 Detail of DD no. and Date

17 PAN NO.(Copy of PAN CARD is to be enclosed)

18 Service Tax Registration NO.
(Copy of ST no. is to be enclosed if Contractor is registered)

19 Details of Technically qualified staff available for this work (Graduate Engineer, Diploma Engineer, Supervisor/Foreman only) (attach separate sheet if more space is required)

Sl. No	Name and Designation	Qualification	Experience in years & Specialization	Available for this work (Yes or No)
1				
2				
3				
4				

20 The details of T & P, Machinery, Equipments available with contractor is to be furnished below.(attach separate sheet if more space is required)

S/n	Description of machinery/Equipment/T&P.	Year of manufacture	Nos.	Make /Model
1				
2				
3				
4				
5				

21 Does the applicant maintain any office for preparing designs, drawings, bills, etc. Yes NO

22 Whether the Tenderer/ Contractor is Covered under Employee State Insurance Act 1948. YES NO

(a) If Yes, Registration number is to be furnished and copy to be enclosed.

(b) (if covered but registration no. not available, L1 Contractor Shall obtain this after award of work to compliance with act.

.....
 Tenderer is Agreed : Yes or No (PL write in Ink in space provided here)

23 Whether the Tenderer/ has obtained License from / Assistant Commissioner of Labour or Competent Authority. YES NO

(a) If Yes, License No. and validity of license obtained from Assistant Commissioner of Labour or competent authority (Copy to be enclosed if available)
.....

(b) In case not available, L1 bidder shall submit the Licence before commencement of the work to compliance with ACT.
.....

24 Whether the Tenderer/ Contractor is Covered under Employees" Provident Funds & Miscellaneous Provision ACT 1952. YES NO

(a) If Yes, Registration number is to be furnished and copy to be enclosed.
.....

(b) If The agency doesn't possess the PF code no. but covered under ACT then L1 Contractor shall obtain it before the commencement of work to compliance with ACT
Tenderer is Agreed : Yes or No (PL write in Ink in space provided here)
.....

25 Is any person working with the appicant as a near relative of the Officer / Official of BHEL Yes No

(a) If yes, give details

(i) Name

(ii) Staff No.

(iii) Designation & Department

(iv) Unit

26 Detail of Bank for Payment by Electronic Fund Transfer mode

I/We(tenderer) request and authorize you(BHEL) to effect payment through NEFT /RTGS to our (tenderer's) Bank account, subject to RBI Guidelines as per the details given below.

- a **Beneficiary (Name as per PO/SCo)**
- b **Address of beneficiary**
- c **e-mail address of Beneficiary**
- d **PAN of Beneficiary**
- e **TIN of Beneficiary**
- f **Bank Name**
- g **Branch (of Bank)**
- h **A/c Number**
- i **A/c type (Saving or Current**
- j **MICR Code of the branch (9digit)**
- k **IFSC for NEFT (11 char)**
- l **IFSC for RTGS (If different from k)**

27 TENDERER ARE REQUIRED TO FILL IN COLUMN NO. 5 ABOUT QUOTATION THEY HAVE MADE IN "SCHEDULE A" OF PRICE BID. TENDERER SHALL NOT WRITE THEIR RATES IN THIS COLUMN. THEY SHALL WRITE ONLY " QUOTED OR UNQUOTED" .

IT IS REQUIRED THAT TENDERER QUOTE FOR ALL ITEMS OF WORK (S/N 1 TO 2) . THEY ARE REQUIRED TO READ SPECIFICATIONS OF ITEM CAREFULLY AND SHALL BE AGREED WITH CONDITIONS STIPULATED IN ITEM OF WORK.

L1 CONTRACTOR SHALL BE DECIDED ON THE BASIS OF COST TO COMPANY FOR TOTAL AMOUNT OF ALL ITEMS (1 TO 2) INCLUDING ALL TAXEX , SERVICE TAX ETC .IF TENDERER DO NOT QUOTE FOR ANY ITEMS OR ALL ITEMS OF WORK , THEIR BID SHALL BE REJECTED.

S/n	Description of Work	Quantity	Unit	QUOTED OR NOT QUAOTED
1	Providing 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement: 5 coarse sand) finished with a top layer 6mm thick cement plaster 1:6 (1 cement: 6 fine sand). Rates includes all cost against surface preparation, Tolls & Plant and Scaffolding of sufficient height upto II nd Floor ,Labour and Material complete work at site.(theorotical Consumption of cement shall be 626 Kg Cement for 100 Sq-m area plastered.)	737	Sq-m	
2	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls by With cement mortar 1:4 (1cement: 4 coarse sand) complete all cost including disposal of rubbish to the dumping ground within 50metres lead (theorotical Consumption of cement shall be 695 Kg Cement for 100 Sq-m area repaired.)	142.5	Sq-m	

I / WE CONFIRM :

- 1 That In quoting our rates, I/we have account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 2 That The item rates offered in Schedule A of price bid are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
- 3 That the Rates quoted in schedule A of price bid are excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.
- 4 That the Service Tax is applied or not applied (PLz write in ink) on this contract work and if applied than rate of service tax shall be % of
- 5 That The service Tax Claimed by us will be extra to the rates quoted and the same will be reimbursed on production of valid document / proof for having paid service tax by us only.
- 6 Any other conditions (plz mention).....

28 Certificates:

- (i) I/We (including all partners) certify that I/We have read the Tender Notice, Instructions to Tenderers , Special conditions as mentioned in this tender documents . I / we (including all partners) have also read BHEL General conditions of contract and I/We are agreed with all conditions and shall abide by Them.
- (ii) I/We undersigned do hereby tender to execute works as mentioned in Tender notice and Schedule A of Price Bid of this tender document and in accordance with the conditions noted in this documents in consideration of payment being made for the quantity of work as executed on Site at the respective rates as specified by me/us in the Schedule A of Price Bid .
- (iii) I / We hereby distinctly and expressly declare and acknowledge that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in this Tender Documents and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.
- (iv) I/We certify that the information given above (for all S/n 1 to 27) is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (v) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.
 - (a) I certify that I did not retire as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in any Engineering Department of the Government of India during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement except with the prior permission of the Government. (For Individuals seeking enlistment in their own name).
 - (b) We certify that none of the partners/directors retire as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Government. (For partnership firms and limited companies).
- (vi) I/We certify that I/We are not banned or blacklisted by any government in past or present. I/WE are also agree for rejection of our offer at any stage of finalization or after finalization as per Clause 49 of tender notice if this information is found wrong .

Name of the Tenderer Signature Address (Seal in case of Firm)

.....

Date: