

Bharat Heavy Electricals Limited

Industrial Valves Plant

Goindwal, Distt. Tarn -Taran, Punjab

Department of Civil Engineering

NOTICE INVITING TENDER

| | |
|----------------------------------|--|
| TENDER NOTICE NO. | 03/12-13 |
| Name of work | Providing and laying Cement Concrete Floor in Store Yard in BHEL Factory at Goindwal (Punajb) |
| Site of work | GOINDWAL , DISTT. TARN -TARAN , PUNJAB |
| Estimated Cost of work | Rs. 9.64 LAKHS |
| PREQUALIFICATION CRITERIA | (1) During last seven financial years (from 01/07/2005 to 30/06/2012 should have successfully completed works either: Three similar works each of value not less than Rs. 3.86 Lakhs (or)Two similar works each of value not less than Rs. 4.82 Lakhs (or)One similar work of value not less than Rs. 7.71 Lakhs. (2) HAVING A VALID PAN number (3) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be minimum Rs. 2.9 Lakhs. It should be supported by Certified copy of Balance sheet, P& L accounts and IT returns. (see section C of tender notice) |
| Completion Time | Two 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. 20,000/ * -(To be deposited in the form of demand Draft only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL) * Exempted to Micro and Small Enterprises (MSEs) |
| Cost of Tender Document | Rs. 500/-* To be deposited in the form of DD if downloaded from web site .This amount will not be refunded under any circumstances * Exempted to Micro and Small Enterprises (MSEs) |

| | |
|--|-------------------------------|
| Issue of Tender documents | from 10-07-2012 to 24-07-2012 |
| Last Date for Receipt of Tender bids | 14:00 Hrs. on 25-07-2012 |
| Date of Tender Opening (Technocommercial bid) | 15.00 Hrs. on 25-07-2012 |

SIGNATURE OF TENDERER

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

BHE:IVP:CIVIL:RM:2012/13-03

TO,

The Tenderer

Dear Sirs,

Sub: PART 2// PRICE BID

Ref: 1. Tender Notice No. 03/12-13

**

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

Technical bid Documents contains '**75**' pages and covers (a) Tender Notice along with Pre Qualification norms and Instructions to Tenderers. (b) Special conditions of the contract (c) General conditions of the contract along with (d) Technocommercial bid performa

Price Bid documents contains '**21**' pages including One page of drawing 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.

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

Technical bid will be opened on the Last day of receipt of bid at 15:00 Hrs. Scrutiny of Technocommercial bid submitted by bidder shall be done to Check qualification of bidder as per tender notice section C and acceptance of conditions of Contract by bidder . Technical bid of prequalified bidder shall be evaluated as per norms prescribed in Annexure 1 of tender Notice. , In case the agency does not score minimum 60 out of 100 during the evaluation of technical bid with documentary proof, the bid is shall be rejected and Tenderer shall not be considered for Part2 (Price Bid/RA).You are requested to Fill informations required in space provided in techno commercial Bid Page **64 to 75** and quote your competitive rates in Schedule A of price Bid page **16-17** only.In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid /Conducting the RA shall be intimated only to the bidders those who are qualified and their Technocommercial Bid is accepted. You / your authorized representative may participate in the tender opening.

SIGNATURE OF TENDERER

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. 20,000/- in the form of DD only. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No.....and date.....or Draft No.... and Date....., on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the Technocommercial bid & price bid shall not be considered.

In case of tender documents are downloaded from website, tender shall accompany the tender cost of Rs.500/- in the form of Demand Draft (separate) in addition to the EMD amount .All Demand Draft shall be drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED , GOINDWAL payable at GOINDWAL. In the case of non submission of Cost of tender document and EMD ,Technical bid will not be opened.

Note- Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". They will have to submit registration certificate along with their tender.

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

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

All Above three envelope shall be placed in One big envelope and shall be submitted in the tender Box on or before **25-07-2012 upto 14:00 hrs.** Reference of Tender Notice No. , Name of Work and Address of the bidder shall be clearly written on top of the each envelope.

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

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

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

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

Thanking you,

Yours faithfully

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

Issued to

M/s / Shri/ Smt/
.....

Date

Issuing Officer

Name:.....

Date

SIGNATURE OF TENDERER

CONTENTS OF TENDER DOCUMENT

| S/ No. | DESCRIPTION | PAGE NO. |
|---------------|---------------------------|-----------------|
| A | Tender Notice | 5 to 12 |
| B | Instructions to Tenderers | 13 to 15 |
| D | SCHEDULE-A | 16 to 17 |
| E | SCHEDULE -B | 18 |
| F | <u>SCHEDULE-C</u> | 19 |
| G | <u>SCHEDULE-D</u> | 20 |
| H | <u>SCHEDULE-E</u> | 20 to 21 |

A. TENDER NOTICE

A TENDER

- 1 SEALED TENDERS for the above noted work are hereby invited from contractors having required experience in work of similar nature and magnitude and having financial capacity. Tenders are to be dropped in tender Box (**Up to 14:00 Hrs. on 25/07/2012**) which is kept in the office of Sr.DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal These tenders will be opened on the same day at 15.00 Hrs. at the Office of the Sr. DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab in the presence of such of those tenderers or their agents who may choose to attend.
- 2 TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day from 9.00 A.M. to 5.00 P.M. up to **24/07/2012** on payment of the prescribed sum of Rs. 500 / - 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. 500/- in the favor of BHARAT HEAVY ELECTRICALS LIMITED payable at Goindwal must be submitted along with EMD . This Amount is not refundable. Micro and Small Enterprises (MSEs) are exempted from paying of cost of Tender document and EMD both provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006" . They will have to submit registration certificate along with their tender.
- 3 TENDERS must be submitted in sealed covers as decribed on Page no. 2-3 and should be addressed to the Sr. DGM/ HR & CIVIL , BHEL IVP -Goindwal with full name and address of the tenderer and the name of work being noted on the cover
- 4 THE TENDERERS also CALLED here AS CONTRACTORS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
- 5 In the event of tender being submitted by a firm ,the tender must be signed separately and legibly by each partner 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 Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- 8 Tenders not submitted on the prescribed form are liable to be rejected
- 9 The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part there of. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)

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

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

- 12 The contractor scope of work includes Supply of Cement, Sand, Coarse Aggregate ,Joint sealing compound and bitument fibre board for expansion joint . The works also includes carrying out Compaction of ground by 8-12 T roller and laying of cement concrete floor where Steel reinforcemnet shall also be provided over base course of PCC . The estimated value of Work is **Rs. 9.64 LAKH** excluding the cost of free issue materials which will be supplied by BHEL at their store free of cost as per Schedule "B" of Price Bid.The Scope of works includes surface preparation for receive of floor bed as directed by Engineer in charge and includes removal of debris generated at site from contractor work and removal of any defect in work at their own cost during the maintenance period of 6 months from the date of handing over of completed work to BHEL.
- 13 The work shall be carried out as per drawings released from time to time, Civil Engineering Department Work & Safety procedure, specifications, standard code of practice and as per the instructions of Engineer-in- charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual VolumeI & II edition 2009. These specifications are available on CPWD web site and they may also be had from the Engineer in Charge.
- 14 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 shall not be measured for payment.
- 15 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.

C PREQUALIFICATION NORMS & EVALUATION OF TECHNICAL BID

- 16 A Contractor/Tenderer shall be considered prequalified for this work when he meets following eligibility Criteria .
 - (a) During last seven financial years (from 01/07/2005 to 30/06/2012 should have successfully completed works either
 - Three similar works each of value not less than Rs. 3.86 Lakhs (or)
 - Two similar works each of value not less than Rs. 4.82 Lakhs (or)
 - One similar work of value not less than Rs. 7.71 Lakhs.
 - (b.1) HAVING A VALID PAN number
 - (c) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be minimum Rs. 2.9 Lakhs. It should be supported by Certified copy of Balance sheet, P& L accounts and IT returns.

- 17.1 The norms for evaluation of Technocommercial Bid with prescribed score/ weightage is described in Annexure 1 of tender notice. Evaluation of only Prequalified Bidders will be done. Technocommercial Bid of a tenderer will be accepted for this work if his score against above norms is 60 or more. Only Those bidders will be Considered for Part 2/ Price bid /RA whose Technocommercial/Technical Bid is accepted.
- 17.2 Tenderers are requested to read these norms carefully and submit the required credential documents in support of information given by them against these norms so that their evaluation may be carried . In the absence of these documents their bid may be rejected due to improper evaluation.
- 18 The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted)
- 19 Similar Nature work means works of Construction of Flooring (excluding vinyl, carpet and wooden Flooring) or construction of RCC or masonry works or Finishing works (plaster and painting works only) or construction of building or road or bridge or culvert. Other works like horticulture, building maintenance repair and wood works, aluminum works etc shall not be considered in category of similar work.Dissimilar / irrelevant works will not be considered for eligibility criteria.
- 20 Documentary evidences (Xerox copies - attested) for turnover, works experience, PAN, TIN, Service TAX, all as indicated & required in the tender document should be furnished without which it will not be taken into account.

D OFFER OF BANNED / BLACKLIST FIRMS

- 21 The offers of the Bidders who are on the banned list as also the offers of the bidders who ingage the service of banned firms shall be rejected, The list of banned firms is available on BHEL website www.bhel.com
- 22 Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.

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

- 23 Tenderer has to quote their competitive rates both in figures and in words for all the items given in the Schedule "A " Bill of Quantities provided in the Price Bid. The Price schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)

- 24 BHEL reserves its right for carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed to the bidders whose technocommercial offer has been accepted.
- 25 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 . 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.
- 26 If there is any difference in unit rates written in figure and in words than Higher of Two shall be considered for Compare of rates and lesser of two shall be considered for award of work.
- 27 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 .
- 28 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.
- 29 In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 30 The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, 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.
- 31 Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. However if the service tax is applicable for this contract, It shall be mentioned specifically by Tenderer in Price bid and Technical Bid.
- 32 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.

- 33 The tenderers are advised to go through the condition stipulated in Tender document , code of conduct for Health and Safety of Contract Labourer and Labor laws in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
- 34 Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of tender.
- 35 After award of Work on L1 accepted rates, the Price quoted by tenderer shall remain fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.
- 36 QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent)
- 37 Work shall be awarded to L1 tenderer on rates quoted by L1 Tenderer .BHEL reserves the right to negotiate if need be, with the "L1" tenderer only.Since the quantity of unit where work is to be done is only one and all activities of work as mentioned in BOQ are interlikned to each other ,splitting of Contract can not be done and entire work shall be awarded to L1 Tenderer only without any counter offer to L2 or MSE tenderer or any other.
- 38 In case more than one Tenderer quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
- 39 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

40 REVERSE AUCTION

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

GENERAL TERMS AND CONDITIONS OF RA

- 40.1 Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.
- 40.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 40.3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 40.4 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 40.5 Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.

- 40.6 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 40.7 BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 40.8 Reverse auction will be conducted on scheduled date & time.
- 40.9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 40.10 The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 40.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 40.12 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
- 40.13 BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

F PERIOD OF COMPLETION AND LIQUIDITY DAMAGE

- 41 Time is the essence of the contract. Being a time bound work in nature, the contractor should make all efforts to complete the work in the stipulated period of **Two (2) MONTHS** from the date of placement of LOI.
- 42 LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of **1 %** of Contract Value as mentioned in LOI for every week will be imposed Subject to 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
- 43 Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.

G EMD & SECURITY DEPOSIT

- 44 Every tender must be accompanied with EMD for the amount as specified in Page No. I in any of the form mentioned in Para 09 of the “Instruction to Tenderers”. This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract
- 45 Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above

- 46 If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- 47 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 48 EMD shall not carry any interest.
- 49 Security Deposit
- 49.1 Security Deposit shall be collected from the successful tenderer . The rate of Security Deposit will be as below:
- 49.2 Up to Rs. 10 lakhs :10%
- 49.3 Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
- 49.4 Above Rs. 50 lakhs :Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- 49.5 The security Deposit should be collected before start of the work by the contractor.
- 49.6 Security Deposit may be furnished in any one of the following forms
- 49.7 Cash (as permissible under the Income Tax Act)
- 49.8 Pay Order, Demand Draft in favour of BHEL.
- 49.9 Local cheques of scheduled banks, subject to realization.
- 49.10 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in the favour of BHEL and discharged on the back).
- 49.11 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 49.12 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 49.13 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 49.14 EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 49.15 The security deposit shall not carry any interest.
- 49.16 Acceptance of Security Deposit against Sl. No. 49.10 and 49.12 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 50 Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 35 above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

H FORCE MEASURE CLAUSE

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

I CORRESPONDANCE

- 52 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 53 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.

J DISPUTE

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

C. INSTRUCTIONS TO TENDERERS

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

- 9 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD be furnished only in the form of Pay Order or Demand Draft in favour of BHARAT HEAVY ELECTRICALS LIMITED, Payable at Goindwal. EMD in any other form will not be accepted. Micro and Small Enterprises (MSEs) are exempted from paying of EMD provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". They will have to submit registration certificate along with their tender.
- 10 If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
- 11 Generally, the maintenance period for any work under BHEL Organization will be Six(6) months .
- 12 If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
- 13 The tenderer is not allowed to alter the specifications and the unit of work noted in the Schedule-A of price bid. For the sake of uniformity in comparisons of tenders, the tenderers should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
- 14 The submission of tender shall be strictly in accordance with the terms and conditions stipulated in tender notice. No counter conditions will be acceptable or valid.All the terms & conditions in the documents are binding on the tenderers and BHEL reserves its right to accept / reject any or all the tenders and to award the work in full or parts to more than one agency without assigning any reasons. Also it reserves its right to finalize the contract through reverse auction.
- 15 Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
- 16 The expenses for competing and stamping the agreement shall be paid by the contractor.
- 17 The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Central Public works Departments Standard Specifications or in other specifications approved by the Bharat Heavy Electricals Limited, Shall apply.
- 18 Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderes for a period of three months from the date of opening of tenders.
- 19 Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)

- 20 The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.

SCHEDULE'A'
BILL OF QUANTITIES

| S/n | Description of Work | Unit | Quantity | Rate (RS.) In fig. | Rate (Rs.) In words | Amount (Rs.) |
|-----|--|-------|----------|-----------------------|------------------------|--------------|
| 1 | Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm. depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 metres all works complete at site. | Sq-m. | 852.00 | | | |
| 2 | Providing and laying in position Plain cement concrete of grade 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size) at Plinth level excluding the cost of centering and shuttering but including cost of all material of standard size and grade. Cement consumption shall be 170 Kg per Cubic meter of work. | Cum | 63.90 | | | |
| 3 | Laying of Steel reinforcement (6 mm dia MS rods) for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete at Plinth Level. Steel shall be provided by BHEL free of Cost. | Kg | 2664.12 | | | |
| 4 | Centering and shuttering including strutting, propping etc. and removal of form for RCC floor at Plinth Level (Under 20 cm wide gap of floor) including cost of all form works shuttering etc complete at site. | RM. | 334.00 | | | |

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)

| S/n | Description of Work | Unit | Quantity | Rate (RS.) In fig. | Rate (Rs.) In words | Amount (Rs.) |
|-----|--|------|----------|-----------------------|------------------------|--------------|
| 5 | Providing and laying in position reinforced cement concrete excluding the cost of centering, shuttering, reinforcement and finishing etc in specified grade of 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) at Plinth level and including cost of all material complete at site. Cement Consumption shall be 400 Kg per cubic meter of Work. | Cum | 106.50 | | | |
| 6 | Providing and fixing in position 12mm thick bitumen impregnated fibre board of depth of 5 " or 125 mm conforming to IS: 1838 including cost of primer, sealing compound in expansion joints as directed by Engineer incharge . Cost including all supply and labour complete at site. | RM. | 262.00 | | | |
| 7 | Providing and laying in position bitumen hot sealing compound for expansion joints etc after cutting of floor slab in required shape and filling grade 'A' sealing compound in 6 mm width and 25 mm depth of work. | RM. | 540.00 | | | |

A.1 TOTAL AMOUNT Rs.

A.2 IN WORDS

B Service Tax if any

C.1 TOTAL AMOUNT INCLUDING
SERVICE TAX

C.2 IN WORDS

A REMARK

- 1 Tenderer shall quote specific rates in Rupees and Paise in Figures and in words both for all items other wise Bid shall be rejected.
- 2 L1 shall be decided on the basis of Cost to company for all items (1 to 7) including Service tax if any applied by tenderer on quoted amount.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)

SCHEDULE 'B'

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

| Sl.No. DESCRIPTION | PLACE OF ISSUE |
|--|-----------------------|
| 6 mm MS rods (steel reinforcement) | Civil Store |
| <ol style="list-style-type: none"> 1 It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement. 2 Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances. 3 The materials will be issued only during the working hours of the BHEL Stores Department (9.00 a.m. to 5:30 p.m.). Contractor shall have to transport them as soon as they are issued to him to the site of work at his own cost. 4 The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor. 5 The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account. 6 All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. permissible limit as fixed by BHEL shall be charged for at punitive rates. 7 The decision of the Engineer / Dy. General Manager / Manage as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor. | |

SCHEDULE 'C'
ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

| Sl.No. | Qty. | Particulars | Details of BF Hire | Place of | Remarks |
|---------------|------|-------------|---------------------|----------|---------|
| | | | Crew Suppli Charges | Issue | |
| | | | Per unit | | |
| | | | Per Day | | |
|Nil..... | | | | | |

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

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

SCHEDULE 'D'**LIST OF APPROVED BRANDS/ MANUFACTURERS**

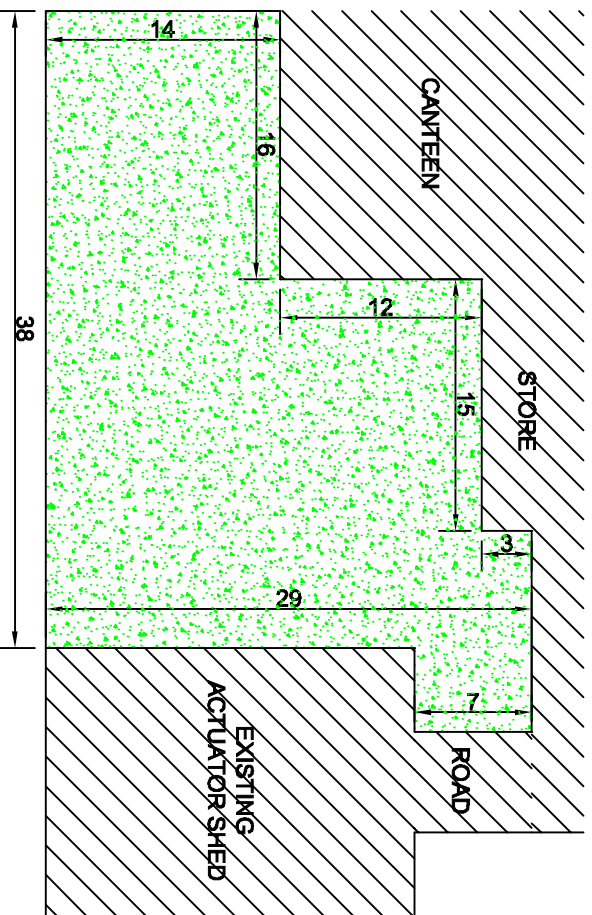
| I | DESCRIPTION | BRAND/MANUFACTURER |
|----------|--------------------|---|
| (I) | OPC CEMENT | 43 grade (conforming to IS: 8112) ordinary Portland cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tones per annum or more, such as ACC, L&T, Vikaram, Shri Cement Corporation of India,Binani, ROCK STRONG, etc., as approved by Ministry of industry, Government of India, and holding license to use ISI certification mark for their product. Supply of cement shall be taken in 50 kg Bags bearing manufacturer's name and ISI marking. |

SCHEDULE 'E'**LIST OF DRAWING**

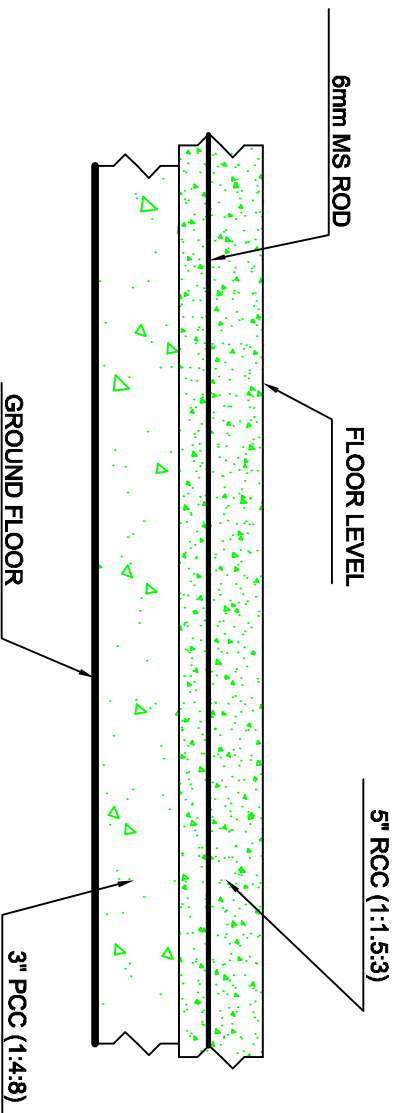
| I | DESCRIPTION |
|----------|------------------------|
| (I) | GENERAL LAYOUT DRAWING |

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY (BHEL)



 GENERAL LAYOUT OF AREA TO BE CONCRETED



CROSS SECTIONAL DETAIL OF FLOOR