

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

सम्पदा कार्यालय, सेक्टर-17, नोएडा - 201301 (यु.पी.) भारत

Estate Office, Sector-17, Noida-201 301 (UP) INDIA



Maharatna Company

TENDER DOCUMENT FOR

WHITE WASHING, OBD AND PAINTING WORK AT FLAT NO. 12A IN BHEL TOWNSHIP, SECTOR-17, NOIDA.

NIT No. 14: AA: NOI: ADMN: OBD/12A: 112: 20117 -18
DATED 21.07.2017

CONTENTS

- Notice Inviting Single Tender

- Last date for Submission : 22.07.2017 at 1500 hrs.
- Date for Opening of Tender : 22.07.2017 at 1530 hrs.



06
Ujjwal Tomar
उज्ज्वल तोमर
वरि. अभियंता (मा. सं.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.
सम्पदा कार्यालय, सेक्टर - १७, नोएडा - २०१ ३०१ (उ.प्र.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (फा.) 2515638, 2515635 Tel: 2515638, 2515635

TENDER DOCUMENT

NIT No. 14: AA: NOI: ADMN: OBD/12A: 112:2017-18
Dated 21.07.2017

Last date of Submission of Sealed Tender at Estate Office: 22.07.2017 at 1500 hrs.

Date of opening of Tender: 22.07.2017 at 1530 hrs.

Venue of Opening of Tender: 5TH Floor, Corp. Office, Siri Fort, New Delhi-110049

To
M/s. Dinesh Kumar
2301, Urban Estate,
Karnal - 132001.

Subject: White washing, OBD and painting work at Flat no. 12 A in BHEL Township,
NOIDA.

Dear Sir,

We are pleased to invite your most competitive offer for White washing, OBD and painting work of residential flat in BHEL Township, Sector-17, Noida as per following T & C's:

PRICE BID

S.N.	Description of Item	Flat Type (A)	Nos. Of Flats (B)	Rate/per Flat (Rs.) (C)	Amount (Rs.) (D)=(B) x (C)
1	Removing dry or oil bound distemper (from wall, ceiling etc.), Distemping with oil bound washable distemper (on wall, ceiling etc.) and Painting with synthetic enamel paint (on door, window frame, panel, grill etc.) as per the instructions of Engineer In-charge.	D	01 no. (12 A)		
Total Amount in Rs. (Inclusive of all excluding GST) Rs.					
GST @ % Rs.					
Net Amount including GST Rs.					
Amount in Words:					

(Signature of Party with seal)



उज्ज्वल तोमर
वरि. अभियंता (मा. सं.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)

8. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.
9. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
10. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - If any bidder does not accept the correction of errors, their bids will be disqualified.

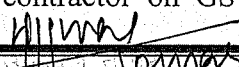
11. **TERMS OF PAYMENT, TAXES & DUTIES :**

- To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region.
- The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
- Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the

(Signature of Party with seal)



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वरि. अभियंता (भा. स.-टीएएक्स)
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Sr. Engineer (HR-TAX)

notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

h) The payments against the bill received, excluding GST & notional interest thereon, shall be made within 30 days from the date of submission of the bills, complete in all respects.

12. **SECURITY DEPOSIT:**

a. The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

5% of work order value

The security deposit should be collected before start of work by the contractor.

b. Security deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under the Income Tax Act)
- ii. Pay order / demand draft in favour of BHEL.
- iii. Local cheques of schedule banks, subject to realization.
- iv. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii. EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer .
- viii. The Security Deposit shall not carry any interest.

c. The security deposit will be released only after completion of Guarantee/ Maintenance period of **one month** from the date of actual completion of work.

d. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

13. **COMPLETION PERIOD :** The contractor has to complete the work within 15 days from the date of Award i.e. date of Work Order.

14. **L. D. Clause:** Extension of work may be granted by BHEL where delay is not attributable to the contractor. In case of work is not complete within scheduled date, a penalty of ½% per week of delay subject to maximum 10%, of award value will be deducted as L.D.

15. **L.D. FOR BAD QUALITY OF WORK:** If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.

16. Tender LD i.e. for delay as well as quality is to be considered in TOTO i.e. total LD shall be 20% of the contract value.

17. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.

श्री एस डी एल



Maharashtra Company

सुज्ज्वल तोमर

वरिष्ठ अभियंता (मा. स.-टैक्स)

Ujjwal Tomar

Sr. Engineer (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा

18. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
19. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

C) SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:

- 1) No inferior quality of work will be accepted. The payment will be made as per the actual nos. of flat done.
- 2) All Materials (Putty, OBD, lime, paint, pigment, thinner etc.) & tools (brush, sand paper, dhoti, Patti etc.) will be provided by contractor.
- 3) The subject works shall be carried out up to the satisfaction of Engineer-in-charge
- 4) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during the work. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 5) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim
- 6) The bidder is advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from the Sr. Engineer (HR-TAX) on Tel. No.-0120-3070961,62, OR at e-mail: ujjwal@bhel.in.
- 7) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 8) The amount quoted should be firm and valid till contract period.
- 9) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
- 10) All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of work and for such work no extra claim shall be entertained.
- 11) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 12) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 13) **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 14) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and contractor in respect of or connected with this contract, General terms & conditions of tender, then the same shall be referred to


(Signature of Party with seal)



वर्तमान अभियंता (पी. स.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

Arbitration and arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same. The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

For & on behalf of "BHEL"

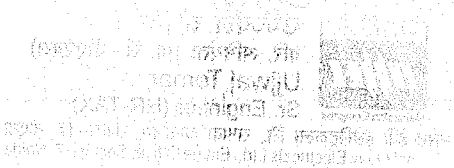

(Ujjwal Tomar)

Sr. Engineer (HR-TAX)



उज्ज्वल तोमर
वरि. अभियंता (मा. सं.-टीएएक्स)
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भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 14: AA: NOI: ADMN: OBD/12A: 112:2017-18
Dated 21.07.2017

DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature of Party with seal)

Place:

Date:



Ujjwal Tomar

उज्ज्वल तोमर
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भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 14: AA: NOI: ADMN: OBD/12A: 112:2017-18

Dated 21.07.2017

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:



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Ujjwal Tomar
उज्ज्वल तोमर
वरि. अभियंता (मा. सं.-टीएएक्स)
Ujjwal Tomar
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BIDDER'S DETAILS

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

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

(Signature & seal of the contractor)



Ujjwal
Tomar
रामेश्वर तोमर
उज्ज्वल (मा. सं.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
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Declaration of GST Benefits

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:



भारत हेवी इलेक्ट्रिकल्स लि. सग्गदा कार्यालय, सेक्टर-17, नोएडा
Bharat Hevi Inletronics Pvt. Ltd. Estate Office, Sector-17, Noida

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Ujjwal Tomar

उज्ज्वल तोमर
वरि. अभियंता (सा. सं.-टीएएक्स)
Ujjwal Tomar
Sr. Engineer (HR-TAX)

STATE OF TEXAS

THE STATE OF TEXAS, COUNTY OF [COUNTY NAME], do hereby certify that [NAME] is the duly elected [OFFICE TITLE] for the term beginning on [DATE] and ending on [DATE].

WITNESSED my hand and the seal of the County of [COUNTY NAME] this [DATE] day of [MONTH], 20[YEAR].

CLERK

STATE OF TEXAS
COUNTY OF [COUNTY NAME]
[NAME]
[TITLE]
[ADDRESS]
[PHONE NUMBER]

