

BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE, BHEL TOWNSHIP, SECTOR-17, NOIDA- 201301



TENDER DOCUMENT

FOR

**PROVIDING ASSISTANCE IN PLUMBING, CARPENTRY, MASONRY,
WELDING & TANK CLEANING SERVICES IN BHEL TOWNSHIP,
SECTOR 17, NOIDA.**

NIT NO.: 15: AA: NOI: ADMN: WA: 112:2018-19

Dated: 18.06.2018

CONTENTS

- Notice Inviting Single Tender
- EMD : Rs. 6,430/-

LAST DATE FOR SUBMISSION	: 18.06.2018 at 1500 hrs.
DATE FOR OPENING OF TENDER	: 18.06.2018 at 1515 Hrs.
VENUE OF OPENING OF TENDER	: Estate Office, BHEL Township, Sector-17, Noida - 201301



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.
सम्पदा कार्यालय, बीएचइएल उपनगरी, सेक्टर-17, नोएडा 201301
BHEL Township: Estate Office, Sector-17, Noida-201301

TENDER DOCUMENT

NIT No. 15: AA: NOI: ADMN: WA: 112:2018-19 Dated: 18.06.2018

Last date of Submission of Sealed Tender: 20.06.2018 at 1500 hrs.

Date of opening of Tender: 20.06.2018 2018 at 1515 hrs.

To,
DSN Construction Pvt. Ltd.
#2301, Sector-13, Urban Estate,
Karnal-132001(Haryana)

**SUBJECT: PROVIDING ASSISTANCE IN PLUMBING, CARPENTRY, MASONRY, WELDING
& TANK CLEANING SERVICES IN BHEL TOWNSHIP, SECTOR 17, NOIDA.**

Dear Sir,

We are pleased to invite your most competitive offer for the subject work in BHEL Township, Sector-17, Noida as detailed below:

PRICE FORMAT

S. No.	Particulars/Scope of Work	Quantity (Unit)	Budgetary Rate per Unit (in Rs.)	Amount (in Rs.)
1	Providing assistance in resolving plumbing (Plumber and helper) complaints pertaining to repair & maintenance of Residential Buildings/Township viz. tap leakage, change of pipeline, fixing of sanitary fittings and others including dismantling of old WC and fixing new WC including all fittings etc..	300 (Nos. of Complaints)		
2	Providing assistance in resolving Carpenrary (Carpentar and helper) complaints pertaining to repair & maintenance of Residential Buildings/Township viz. Door, window, almirah change and repair, change of door-window wire mesh, fixing of door window fittings and others.	300 (Nos. of Complaints)		
3	Providing assistance in resolving masonry (Mason and helper) complaints pertaining to repair & maintenance of Residential Buildings/Township viz. repair plaster, fixing of tiles, brickwork and others.	100 (Nos. of Complaints)		
4	Providing assistance in resolving Welding (Welder and helper) complaints pertaining to repair & maintenance of Residential Buildings/Township viz. repair door, window frames, panels, grills and others.	100 (Nos. of Complaints)		

Signature and seal of Contractor

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वरुण कुमार गर्ग
वरि. कार्यपालक (सा. सं.-टीएफको)
Varun Kumar Garg
Sr. Executive (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि. सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

5	Cleaning of PVC Tank (5 KL Capacity) including Emptying, Scrubbing & Disinfecting the tanks placed at various locations in BHEL Township, Sector-17, Noida.	30 nos.		
Total Amount (inclusive of all but excluding GST) (₹)				
GST @ _____ % (₹)				
Total Amount (inclusive of all) (₹)				

Amount in Words :

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tender and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted in an envelope along with EMD. The envelope should be super scribed with NIT no.
4. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Executive (HR-TAX) on landline no. 0120-3070961/ email: varungarg@bhel.in.
7. The tenderer or their representative may attend the opening of bids if he/she desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelope.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for 30 days from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
6. The amount should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.

7. DOCUMENTS REQUIRED ALONG WITH TENDER ENQUIRY

- a) EARNEST MONEY DEPOSIT (EMD) of Rs. 6,430/- (Rupees Six Thousand Four Hundred and Thirty Only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.

- b) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- c) Self-attested copies of the **PAN No. & GSTIN Registration No.**
- d) The Bidder must Submit a declaration (enclosed at Annexure –A), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- e) No deviation certificate as per Annexure –B (enclosed) must be signed and stamped.
- f) Bidder must submit the bidder's details in the enclosed format (Annexure-D)
- g) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – C).

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:

- i. 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.
- ii. 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.
- iii. 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 (i) and (ii) above.
- iv. If any bidder does not accept the correction of errors, their bids will be disqualified.

11. PAYMENT TERMS, TAXES & DUTIES:

- a) No advance payment or the payment for mobilization of work will be made to the contractor.
- b) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.
- c) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- d) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- e) Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in- Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- f) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and The payments will be made against running/final bill excluding GST & notional interest thereon, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned below. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- g) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.

- h) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- i) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.
- j) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by him to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- k) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- l) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- m) All payment will be subject to deduction of taxes at source as per rules.
- n) As GST has been introduced by Govt. of India in place of existing taxes, the same shall be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
- o) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- p) 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 as instructed by BHEL.
- q) 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.
- r) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- s) 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.
- t) Payment shall be made to contractor only after submission of GST complaint 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.
- u) 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/non payment 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.
- v) 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 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.

- 13) **PERIOD OF CONTRACT:** This contract will be valid for a period of Ninety (90) days from the date of Letter of Award i.e. 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 day of delay subject to maximum 10%, of award value will be deducted as L.D.
- 15) No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
- 16) 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.
- 17) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 18) **EARNEST MONEY DEPOSIT (EMD):**
- 1) EARNEST MONEY DEPOSIT (EMD) of Rs. 6,430/- (Rupees Six Thousand Four Hundred & Thirty Only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
 - 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Work within the period as per LOI/ Contract.
 - 3) EMD shall not carry any interest.

C) SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:

- 1) All the materials/tools shall be provided by BHEL free of cost.
- 2) No inferior quality of work will be accepted.
- 3) The subject works shall be carried out as per the instructions and satisfaction of Supervisor-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 or at e-mail: varungarg@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.

D. CONTRACTOR'S OBLIGATION:

- 1) "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."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.

- 10) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.

You are requested to return this offer letter duly signed and stamped on each page as a token of acceptance of above mentioned rates and T & Cs.

For & on behalf of "BHEL"



वरुण कुमार गर्ग
वरिष्ठ कार्यपालक (सा. सं.-टीएफके)
Varun Kumar Garg
Sr. Executive (HR-TAX)
भारत भारी इलेक्ट्रिकल्स लि., संपदा कार्यालय, सेक्टर-17, नोडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 15: AA: NOI: ADMN: WA: 112:2018-19

Dated 18.06.2018

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:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 15: AA: NOI: ADMN: WA: 112:2018-19

Dated 18.06.2018

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:

DECLARATION OF GST BENEFITS

NIT No. 15: AA: NOI: ADMN: WA: 112:2018-19
Dated 18.06.2018

To whomsoever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods & Service tax (GST) including tax input credit (ITC) in the Price Bid.

Signature of Party with seal)

Place:

Date:

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)