

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

सम्पदा कार्यालय, सेक्टर-17, नोएडा -201301 (उ.प्र.), भारत
Estate Office, Sector-17, Noida-201 301 (UP) INDIA



TENDER DOCUMENT FOR

TAKING OUT OF INTERLOCKING TILE FROM EXISTING ROAD IN HRDI COMPLEX, SECTOR – 16A, NOIDA.

NIT No. 26: AA: NOI: ADMN: PTT: 112: 2020 -21 DATED 15.12.2020

CONTENTS

- Notice Inviting Single Tender
- EMD : Rs. 1,000/-

- Last date for Submission : 16.12.2020 at 1500 hrs.
- Date for Opening of Tender : 16.12.2020 at 1530 hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (उ.प्र.), भारत
 BHEL Township: Estate Office, Sector-17, Noida-201301 (UP) INDIA
 फोन (का.) / Tel: 3070961,3070963

TENDER DOCUMENT

Last date of Submission of Sealed Tender at Estate Office: 16.12.2020 at 1500 hrs.

Date of opening of Tender: 16.12.2020 at 1530 hrs.

Venue of Opening of Tender: Estate office, BHEL Township Sec- 17 Noida

To

M/s. Gaur Corporation

A-47, Dwarka Puri (Vijay Enclave)
 Dabri-Palam Road, New Delhi-110045.

Subject: Taking out of interlocking tile from existing road in HRDI complex, Sector – 16A, Noida.

Dear Sir,

We are pleased to invite your most competitive offer for Repair and Maintenance Work in BHEL Township, Sector-17, Noida as per following T & C's:

PRICE BID

Sl. No.	Description of Item	unit	Qty.	Rate	Amount (Rs)
1	"Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge"	Sqm.	512.00	82.46	42219
2	Total Estimated Expenditure (excluding GST) in Rs.				42219
3	Percentage Above(+) / Below(-) at par with S. No. 2 in Rs.				
4	Total Quoted Amount after applying percentage (S. No. 3) (excluding of GST) in ₹				
5	GST @%				
6	NET AMOUNT (Rs.)				

A. INSTRUCTIONS FOR TENDERER:

- 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.
- No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
- Tender must be submitted along with EMD in an envelope. The envelope should be super-scribed with NIT no.
- 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.
- 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.
- Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX) on landline no. 0120-3070961, 963/ email: varungarg@bhel.in,
- The tenderer or their representative may attend the opening of bids if he/she desire to do so.
- In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS AND CONDITIONS:

- The NIT No. & due date must be legibly super scribed on the envelope.
- 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) EMD of **Rs. 1,000/-** (Rupees One Thousand only) only in the form of Banker's Cheque/Pay Order/Demand Draft/FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act may also be accepted (FDR should be in the name of the Contractor, a/c BHEL). 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-C)
- g) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – D).

8. **SECURITY DEPOSIT:**

- a. The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as: **5% of work order value**
- b. Security deposit may be furnished in any one of the following forms:
 - i. Cash (as permissible under the Income Tax Act)
 - ii. Pay order / demand draft in favour of BHEL.
 - iii. Local cheques of schedule banks, subject to realization.
 - iv. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi. Fixed Deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii. The security deposit should be deposited before start of work by the contractor.
 - viii. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
 - ix. EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
 - x. The Security Deposit shall not carry any interest.

(Acceptance of Security Deposit against Sl. No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

- c. The security deposit will be released after 30 days 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.

9. Quantity Variation

The quantity of any item mentioned in the BOQ may be increased by 10%, as per requirement of site/ direction of engineer-in-charge. However, BHEL reserves the right to decrease/reduce the quantity of any individual item in BOQ upto any extent as per the decision/direction of engineer-in-charge.

- 10. **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'.

- 11. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.

- 12. **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 (a) and (b) above.
- iv. If any bidder does not accept the correction of errors, their bids will be disqualified.

13. 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) Goods and Services Tax (GST) shall be payable after submission of GST compliant tax invoices by vendors/contractors for whom GST is applicable & once the same is visible in credit of BHEL account.
- o) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price if GST is applicable.
- p) If GST is applicable to the contractor, then the contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL.
- q) The contractor has to submit their GST registration certificate, if applicable 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) Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account if GST is applicable to the vendor.

14. **PERIOD OF CONTRACT:** This contract will be valid for a period of **five (05) days** from the date of Letter of Award i.e. Work Order. The contractor has to complete the work within the stipulated time.

15. **L. D./Penalty Clause:** In case of work is not complete within scheduled date, a penalty of 1½% per week of delay subject to maximum 10%, of award value will be deducted as L.D./Penalty. Extension of work may be granted by BHEL where delay is not attributable to the contractor.

- 16. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
- 17. 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.
- 18. 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 measurement of work done.
- 2) The work will be carried out as per BOQ enclosed and as per latest CPWD Specifications and relevant IS codes for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.
- 3) **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.
- 4) **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.

- 5) 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 Dy. Manager (HR-TAX) on Tel. No.- 0120-3070961, 963/ email: varungarg@bhel.in.
- 6) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 7) The amount quoted should be firm and valid till contract period.
- 8) **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.
- 9) 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.
- 10) 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.
- 11) **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.
- 12) **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.
- 13) **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 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"

(Varun Kr. Garg)
Dy. Manager (HR-TAX)



ANNEXURE-A

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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:

(Signature of Party with seal)

Page 7

ANNEXURE - B

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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:

ANNEXURE: C**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)

ANNEXURE-D

DECLARATION OF GST BENEFITS

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

(Signature & seal of the contractor)

Place: