

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17
NOIDA- 201301**



TENDER DOCUMENTS

FOR

**PROVIDING BRICK FENCE WALL BY DISMANTLING BARBED WIRE
FENCING IN TOWNSHIP, SECTOR-17, NOIDA.**

**NIT NO.-45:AA:NOI:ADMN.: Fence Wall:112:2010-11
Dated : 31/01/2011**

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Last date for Submission : 30/03/2011



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर-17, नोएडा-201 301 (यू०पी०) भारत
BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (का०)2515429, 2517488 फैक्स: 2510271 Tel : 2515429, 2517488 (Fax) 2510271

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bid for the following work in BHEL Township, Sector-17, Noida.

Name of Work : Providing Brick fence wall by dismantling Barbed wire fencing in BHEL Township Sector-17, Noida
NIT NO. : 45:AA:NOI:ADMN.: Fence Wall:112:2010-11
Dated: 31/01/2011

Period of Completion : Eight months from the date of placement of order.

Earnest Money : Rs1,50,000.00

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 30/03/2011 at 1500 Hrs.

Date of opening the tender : 30/03/2011 at 1530 Hrs.

Venue for opening of Tender : Estate Office, BHEL Township, Sector-17, Noida

The sealed tender may be sent either by registered post or by hand in the office of Dy. Manager (HR-TAX), Estate Office, Sector – 17, NOIDA – 201301(U.P.) between 9.00 AM to 5.30 PM on any working day till the due date and time. This tender document can also be downloaded from the web site.

(Farrukh Jamal)
Dy. Manager (HR-TAX)
On behalf of “BHEL”

PART 'A' – TECHNO- COMMERCIAL BID

SCOPE OF WORK : The scope of work is as per following Bill of Quantity (BOQ) .

Sl. No.	Description of Item	unit	Qty.
1	Dismantling and stacking within 50 metres lead, fencing posts or struts T' or 'L' iron or pipe section including all earth work and dismantling of concrete etc. in base . It. No. 15.34.1, Page No. 229 of DSR 2007	each	1500
2	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 meters lead. It. No. 15.36, Page No. 229 of DSR 2007	Kg	4440.00
3	Earth work in rough excavation, banking excavated earth in layers not exceeding 20 cm in depth, breaking clods watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions, lead upto 50 m and lift upto 1.5 m : All kinds of soil. It. No. 2.2.1, Page No. 64 of DSR 2007	cum	1110.00
4	Filling available excavated earth (excluding rock) in trenches, plinth,sides of foundations etc. in layers not exceeding 20cm in depth,consolidating each deposited layer by ramming and watering, leadup to 50 m and lift upto 1.5 m. It. No. 2.25, Page No. 67 of DSR 2007	cum	333.00
5	Providing and laying in position cement concrete of specified grade 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) excluding the cost of centering and shuttering - All work up to plinth level. It. No. 4.1.10, Page No. 79 of DSR 2007	cum	138.75
6	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand) It. No. 6.1.2, Page No. 99 of DSR 2007	cum	719.28
7	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand) It. No. 6.4.2, Page No. 99 of DSR 2007	cum	365.42
8	Half brick masonry with F.P.S. brick of class designation 75 in foundations and plinth in. cement mortar 1:4 (1 cement : 4 coarse sand) It. No. 6.12.2, Page No. 100 of DSR 2007	sqm	3665.20
9	Providing and laying cement concrete in retaining walls, return walls,walls (any thickness) including attached pilasters, columns, piers,abutments, pillars, posts, struts, buttresses, string or lacing courses,parapets, coping, bed blocks, anchor blocks, plain window sills,fillets etc. up to floor five level, excluding the cost of centering,shuttering and finishing : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size). It. No. 4.2.4, Page No. 80 of DSR 2007	cum	62.24
10	12 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand) It. No. 13.4.1, Page No. 201 of DSR 2007	sqm	6105.00
11	15 mm cement plaster on rough side of single or half brick wall of mix 1:4 (1 cement: 4 coarse sand) It. No. 13.5.1, Page No. 201 of DSR 2007	sqm	6105.00

12	Forming groove of uniform size from 12x12mm and upto 25x15mm in plastered surface as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repairs to the edges of plaster panel and finishing the groove complete as per specifications and direction of the Engineer-in-Charge.	Mtr.	4480.00
	It. No. 13.76, Page No. 208 of DSR 2007		
13	Finishing walls with Acrylic Smooth exterior paint of required shade on New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	sqm	12210.00
	It. No. 13.46.1, Page No. 205 of DSR 2007		
14	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	sqm	4160.00
	It. No. 15.56, Page No. 231 of DSR 2007		
15	12 mm cement plaster finished with a floating coat of neat cement of mix 1:3 (1 cement: 3 fine sand).	sqm	2560.00
	It. No. 13.7.1, Page No. 201 of DSR 2007		
16	Carriage of earth by mechanical transport including loading, unloading and stacking beyond 5 km up to 10 km.	cum	777.00
	It. No. 1.1.2, Page No. 54 of DSR 2007		
17	Carriage of building rubbish by mechanical transport including loading, unloading and stacking beyond 5 km up to 10 km..	cum	62.40
	It. No. 1.1.1, Page No. 54 of DSR 2007		

PRE QUALIFYING CRITERIA:

- 1) EMD of Rs. 1,50,000/- only in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. **Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.**
- 2) Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- 3) The contractor/ firm should be registered with BHEL, any PSU, CPWD, Railway, MES or any state PWD. The copy of certificate in proof of registration must be submitted.
- 4) The bidder's average annual financial turnover during the last three financial years ending 31st March'10 should be at least 25.00 lakhs. Certified copy of duly audited Balance Sheet and profits & loss Account statement for the AY 2008-09, 2009-10 & 2010-11 must be submitted.
- 5) The bidder should have experience in successfully completion of similar works. Similar work is defined as civil construction work. Copies of POs/award letters along with the proof of satisfactory completion/performance in support of experience for the works executed by the bidders must be submitted. BHEL reserves the right to cross check the documents from the issuing department. Out of this the bidders should have experience of following amount in last 07 years (upto 31st Jan.'2011).
 - a) Three similar completed works costing not less than Rs. 33.00 Lakhs each.
 - or
 - b) Two similar completed works costing not less than Rs. 40.00 Lakhs each.
 - or
 - c) One similar completed work costing not less than Rs. 65.00 Lakhs.
- 6) Bidder must submit acknowledgement of IT return of last three financial years i.e. FY . 2007-08 & 2008-09 & 2009-10 (Assessment years 2008-09, 2009-10 & 2010-11)
- 7) The Bidder must submit the copy of the PAN card.
- 8) Bidder must have EPF & ESI registration. Copy of EPF & ESI registration certificates must be submitted.
- 9) Bidder should have Service Tax No., VAT & TIN No. The copy of certificates in proof of same must be submitted.
- 10) Bidder should have valid labour license. In case the bidder is not having the labour license, then he should submit an undertaking that he will submit the valid labour License within 30 days from the date of issue of letter of Intent (LOI).

- 11) In case of Partnership, copy of registration with Registrar of Firms to be submitted and in case of company certificate of incorporation is to be submitted.
- 12) In case of Firm/Companies the tender documents must be signed by a person holding a valid power of attorney and a copy of such power of attorney should be attached with the technical offer.
- 13) The Bidder must Submit a declaration (enclosed at Annexure –F1), 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.
- 14) No deviation certificate as per Annexure –F2 (enclosed) must be signed and stamped.
- 15) Bidder must submit the technical details in the enclosed format (Annexure-F3).
- 16) Bidder must submit the bidder's details in the enclosed format (Annexure-F4)
- 17) Bidder must submit the check list enclosed at annexure-F5 after duly filled and signed.

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 tenderer 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. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. 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 two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid', and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of work, NIT No. & due date of opening.
4. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Scope of work, Pre-qualifying Criteria, Instructions for tenderer, General conditions, Contractor's Obligations, Special Conditions, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
5. Earnest money must be kept in the envelope of Techno-Commercial Bid. Bid without requisite earnest money will not be considered.
6. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the price bid format. The % of discount/ premium will be quoted on the total value. The net total offer value will be calculated as by adding the % of premium on total value or by deducting the % of discount from the total value. In case of At Par rate the tenderer will mention the NIL in the discount & Premium columns. Rate should include all taxes etc. except service tax. Applicable service tax shall be paid as per actual on documentary proof of deposit.
7. Rates must be quoted in figures as well as in words. In case of discrepancy in rates the higher will be taken for evaluation of bid and lower value will be taken for award of work.
8. On the date of opening of tender, only Techno-Commercial Bid shall be opened. Price bids of only those tenderers, whose bids are found technically acceptable, will be opened. The opening date for price bid will be informed to the technically qualified tenderers separately by phone, post or e-mail.
9. Tender documents are also available on web site i.e. www.bhel.com and the same can be downloaded and used as tender document for submitting the bid.
10. BHEL reserves the right to accept or reject any or all offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
11. 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, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
12. The bidders are 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 Dy. Manager (HR-TAX), on Telephone No. 0120- 2512068 / e-mail : farrukh@bhel.in
13. The tenderers or their representative may attend the opening of both the Bids (Part A & B).

GENERAL CONDITIONS:-

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) Validity of rates will be 90 days from the date of opening of tender (technical bid).
- 3) Rates quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 4) BHEL reserves the right to go for **REVERSE AUCTIONING** to get the most competitive rate.
- 5) **EVALUATION CRITERIA** : Work will be awarded to the over all lowest bidder. However BHEL reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.
- 6) In case of tie between the rates of two or more bidders, the snap bidding system will be followed to arrive the L-1 bidder.
- 7) BHEL shall have the right to reject any tender based on past unsatisfactory performance.
- 8) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 9) Contract may be cancelled at any stage without assigning any reason by giving a notice of 15 days to the contractor and contractor will not have any claim in this regard.
- 10) If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.
- 11) If required, the work can be done anywhere in the Township of BHEL Noida, as per direction of Engineer Incharge.
- 12) Contractor has to complete the work within the given period of completion.
- 13) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 14) Quantities mentioned in bill of quantity may vary on either side as per actual requirement at site.
- 15) **PROGRESS OF WORK AND PENALTY FOR DELAY:**
 - a) The project is time bound and works shall have to be carried out at desired pace throughout the execution period so as to complete the work in the stipulated time. For this contractor shall have to submit bar chart for execution of the whole project within 15 days of issue of LOI with financial values.
 - b) Work should progress as per monthly milestone submitted and agreed by BHEL. In case there is a delay in achieving the monthly target value, the L.D. will be imposed on the monthly target value @ ½% per week of delay. However the total penalty due to delay will be up to maximum 10% of total contract value.
- 16) **L.D. FOR 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.
- 17) 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.
- 18) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
- 19) The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.
- 20) No excuses like hindrance because of extreme weather conditions, non availability of labour and material etc will be entertained for not completing the work in time.
- 21) 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.
- 22) The rates quoted by the Contractor are deemed to be inclusive of site clearance, removal of roots from the foundation etc. setting out work, and other preparatory works, working during monsoon and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
- 23) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-
 - a) Water & Electricity shall be provided free of cost.
 - b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer Incharge.
 - c) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work

is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

- d) Store given to the contractor for storing the material should not be used for any other purpose.
- 24) **STORES AND MATERIALS ON SITE:**
- a) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer Incharge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer In-charge.
 - b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer Incharge.
 - c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
 - d) The stores provided by the contractor will not be utilized as the accommodation for the workers.
 - e) Contractor will remove the temporary stores/ structure before claming the final bill.
- 25) The work will be done as per CPWD specifications.
- 26) For measurement, CPWD norms shall be followed.
- 27) Measurement shall be taken jointly by engineer incharge or his authorized representative on the part of the BHEL & the contractor.
- 28) The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- 29) If the contractor / his representative fails to attend when required for measurement, the engineer incharge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- 30) Measurement shall be recorded in measurement book maintained by the engineer incharge who shall make entries regarding the work executed by the contractor under different items of bill of quantity. These entries will be counter-signed by the contractor or his duly authorized representative.
- 31) Payment shall be made as per accepted rates for the satisfactory work done as per details given in item & its specification. No advance payment will be made by BHEL.
- 32) No advance payment or the payment for mobilization of work will be made to the contractor.
- 33) No payment shall be made for the work done without the permission of engineer incharge.
- 34) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor after recording on measurement book by engineer incharge & agreed by contractor.
- 35) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer Incharge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- 36) All payment will be subject to deduction of taxes at source as per applicable rules.
- 37) Sale Tax or any tax on materials in respect of this contract shall be payable by the contractor and BHEL will not entertain any claim whatsoever in this respect.
- 38) Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender document should be signed by the bidders as a token of acceptance.
- 39) An agreement shall be signed by the successful bidder before the start of work.
- 40) 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.
- 41) **EARNEST MONEY DEPOSIT (EMD):**
- 1) The EMD of Rs 1, 50,000/- (Rupees one lakh, fifty thousands) in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd.," payable at any scheduled Bank at Delhi will only be acceptable. Earnest Money is to be paid by each tenderer to ensure the tendere does not refuse to execute the work after it is awarded to him. However,
 - 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 given by all unsuccessful tenderes shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.
- 42) **SECURITY DEPOSIT:**
- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :
- Upto Rs. 10 lakhs : 10% of work order value**
Above Rs. 10 lakhs & upto Rs. 50 lakhs: Rs. 1 Lakh + 7.5 % of the amount exceeding 10 lakhs
Above Rs . 50 lakhs: Rs 4 lakhs + 5% of amount exceeding Rs 50 lakhs
- 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) 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 balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit.
 - ix) 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) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- d) The security deposit will be retained for the maintenance period & will be released only after carrying out required maintenance if any to the entire satisfaction of engineer incharge.
- e) The maintenance period shall be six months after the date of actual completion of work.
- f) 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.
- 43) **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.
- 44) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time there after may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand without any terms & conditions.
- 45) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill 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.

- 46) The contractor shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from BHEL to make progress or other payments.
- 47) **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 & Special 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 accepted 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.
- 48) **RISK CLAUSE**: BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

CONTRACTOR'S OBLIGATION

- 1) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 2) The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization without the prior written approval from BHEL.
- 3) Contractor to ensure that the employees 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) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 5) Contractor to provide employment card / identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
- 6) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee (s) immediately.
- 7) Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- 10) Contractor to get all his employees insured against all type of risks at his own cost.
- 11) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 12) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 13) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 14) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- 15) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 16) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.
- 17) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- 18) During the work if any damage occurred to BHEL Property, the cost will be recovered from the vendor including administrative charges.

SPECIAL CONDITIONS:-

1. Rates quoted for all brick/ concrete work shall be deemed to include making openings for pipes etc. and making good these as directed by Engineer I/c. No extra payment shall be made to contractor on this account.
2. In case of any discrepancy/ typographical error in the bill of quantity, the relevant item as per CPWD DSR-2007 schedule of rate along with correction slip should be read.
3. All the materials like bricks, cement, sand & stone chips etc. shall be arranged by the contractor. No material will be issued from BHEL store.
4. All the materials like Portland cement, brick, sand, stone aggregate etc. will be approved by Engineer Incharge before use. The Portland cement must be of standard manufacturer like ACC, Ambuja, CCI or equivalent.
5. The work will be carried out as per the CPWD specifications. The consumption of cement will be as per BOQ/ CPWD specifications. The theoretical consumption of cement should match with the actual consumption.
6. All the tools & tackles will be arranged by the contractor.
7. The safety arrangement shall be made by the contractor as per site requirement at his own cost.
8. The contractor will use measurement box for mixing of concrete ingredients & mortar. The mixing of concrete ingredient& mortar shall be in the presence of engineer incharge.
9. The contractor will ensure proper curing of cement work as per direction of Engineer Incharge.
10. The contractor will have to make his own arrangement for transportation of water to the site of work from nearest available water point in township at no extra cost. Contractor has to ensure storage of water during non supply hours at no extra cost.
11. The work will be done up to the satisfaction of engineer incharge . If the quality of work is not up to the mark re-work will be done without any extra claim.
12. In case of any damage of BHEL's property due to the negligence of contractor's worker, the recovery will be done from the contractor.
13. After completion of work the site will be cleared by the contractor on no extra claim.

(Farrukh Jamal)

Dy. Manager (HR-TAX)

On behalf of "BHEL"

UN- PRICE BID

Name of Work : Providing Brick fence wall by dismantling Barbed wire fencing in BHEL Township Sector-17, Noida

NIT NO. : 45:AA:NOI:ADMN.: Fence Wall:112:2010-11 Dated: 31/01/2011

Sl. No.	Description of Item	unit	Qty.	Rate	Amount
1	Dismantling and stacking within 50 metres lead, fencing posts or struts T' or 'L' iron or pipe section including all earth work and dismantling of concrete etc. in base .	each	1500	44.85	67275.00
	It. No. 15.34.1, Page No. 229 of DSR 2007				
2	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	Kg	4440.00	5.55	24642.00
	It. No. 15.36, Page No. 229 of DSR 2007				
3	Earth work in rough excavation, banking excavated earth in layers not exceeding 20 cm in depth, breaking clods watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions, lead upto 50 m and lift upto 1.5 m : All kinds of soil.	cum	1110.00	157.55	174880.50
	It. No. 2.2.1, Page No. 64 of DSR 2007				
4	Filling available excavated earth (excluding rock) in trenches, plinth,sides of foundations etc. in layers not exceeding 20cm in depth,consolidating each deposited layer by ramming and watering, leadup to 50 m and lift upto 1.5 m.	cum	333.00	45.70	15218.10
	It. No. 2.25, Page No. 67 of DSR 2007				
5	Providing and laying in position cement concrete of specified grade 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) excluding the cost of centering and shuttering - All work up to plinth level.	cum	138.75	2237.75	310487.81
	It. No. 4.1.10, Page No. 79 of DSR 2007				
6	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	719.28	2121.75	1526132.34
	It. No. 6.1.2, Page No. 99 of DSR 2007				
7	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	365.42	2463.60	900248.71
	It. No. 6.4.2, Page No. 99 of DSR 2007				
8	Half brick masonry with F.P.S. brick of class designation 75 in foundations and plinth in. cement mortar 1:4 (1 cement : 4 coarse sand)	sqm	3665.20	270.35	990886.82
	It. No. 6.12.2, Page No. 100 of DSR 2007				
9	Providing and laying cement concrete in retaining walls, return walls,walls (any thickness) including attached pilasters, columns, piers,abutments, pillars, posts, struts, buttresses, string or lacing courses,parapets, coping, bed blocks, anchor blocks, plain window sills,fillets etc. up to floor five level, excluding the cost of centering,shuttering and finishing : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size).	cum	62.24	3515.75	218820.28
	It. No. 4.2.4, Page No. 80 of DSR 2007				

10	12 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand)	sqm	6105.00	82.55	503967.75
	It. No. 13.4.1, Page No. 201 of DSR 2007				
11	15 mm cement plaster on rough side of single or half brick wall of mix 1:4 (1 cement: 4 coarse sand)	sqm	6105.00	96.35	588216.75
	It. No. 13.5.1, Page No. 201 of DSR 2007				
12	Forming groove of uniform size from 12x12mm and upto 25x15mm in plastered surface as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repairs to the edges of plaster panel and finishing the groove complete as per specifications and direction of the Engineer-in-Charge.	Mtr.	4480.00	13.30	59584.00
	It. No. 13.76, Page No. 208 of DSR 2007				
13	Finishing walls with Acrylic Smooth exterior paint of required shade on New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	sqm	12210.00	50.40	615384.00
	It. No. 13.46.1, Page No. 205 of DSR 2007				
14	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	4160.00	8.20	34112.00
	It. No. 15.56, Page No. 231 of DSR 2007				
15	12 mm cement plaster finished with a floating coat of neat cement of mix 1:3 (1 cement: 3 fine sand).	sqm	2560.00	107.80	275968.00
	It. No. 13.7.1, Page No. 201 of DSR 2007				
16	Carriage of earth by mechanical transport including loading, unloading and stacking beyond 5 km up to 10 km.	cum	777.00	105.68	82113.36
	It. No. 1.1.2, Page No. 54 of DSR 2007				
17	Carriage of building rubbish by mechanical transport including loading, unloading and stacking beyond 5 km up to 10 km..	cum	62.40	84.54	5275.30
	It. No. 1.1.1, Page No. 54 of DSR 2007				
Total					6393212.72
Adding 26% due to Cost Index					1662235.31
Total (Rs)					8055448.03
(1) I/ we hereby offer Discount (-----%) on above Rate					XXXXXX
(2) I/ we hereby offer Premium (-----%) on above Rate					XXXXXX
(3) I/we hereby offer rate AT PAR of above Rate					XXXXXX
Net Total Offer Value (Rs)					XXXXXX
Total Offer value in words: Rupees XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

Note: In case of discrepancy in rates the higher will be taken for evaluation of bid and lower value will be taken for award of work.

(The % of discount/ premium is on the total value. The net total offer value will be calculated as by **adding the % of premium** on total value or by **deducting the % of discount** from the total value. In case of At Par rate the bidder will mention the NIL in the discount & Premium columns. Rate should include all taxes etc. except service tax. Applicable service tax shall be paid as per actual on documentary proof of deposit. Rates should be quoted in figures as well as in words.)

I/ we have gone through all the Special & General Conditions and the contractor's obligations enclosed with this tender document and agree to abide by these.

(Engineer Incharge)

(Contractor)

DECLARATION

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

(Signature & seal of the contractor)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. : 45:AA:NOI:ADMN.: Fence Wall:112:2010-11

Dated: 31/01/2011

No deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender and we do not have any deviation to this tender enquiry. We hereby undertake and confirm that we have understood the scope of work properly and shall be carried out as mentioned in this tender enquiry.

(Signature & seal of the contractor)

TECHNICAL DETAILS

TURNOVER	Rs. Lacs		
	FY 2009-10	2008-09	2007-08

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Civil Construction work done	No. of works	Value	Customer's Name

EPF Registration number	
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Pan Card No.	
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No. of Labours	
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Service Tax No.	
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Income Tax Return	AY 2010-11	2009-10	2008-09
EMD Details	DD/PO No.	Date	Amount
Details of manpower			

Note: Copy of challan, with Name of the worker to be attached.

Equipment List	
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Work in hand and value(Name of the customer also to be given)	
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Note	Copies of all documents to be attached.
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(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

(Signature & seal of the contractor)

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 1,50,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates		
3	Copies of the audited Balance sheet and Profit & Loss account statement of last three financial years i.e. 2007-08, 2008-09 & 2009-10 duly certified by CA.		
4	acknowledgement of I-T return of last three financial years i.e. 2007-08, 2008-09, & 2009-10		
5	Copy of the PAN card.		
6	Copy of EPF registration certificate		
7	Copy of Service Tax registration certificate		
8	In case of Partnership, copy of registration with Registrar of Firms		
9	In case of company certificate of incorporation		
10	In case of Firm/Companies a copy of power of attorney		
11	Declaration enclosed at Annexure – F1		
12	No deviation certificate enclosed at Annexure – F2		
13	Technical details as per Annexure-F3		
14	Bidder's detail as per Annexure- F4		
15	All the pages of tender document have been signed		
16	The un-price bid along with tecno-commercial bid submitted		
16	Sealed envelop of price bid submitted.		

(Signature & seal of the contractor)

PART 'B' – PRICE BID

Name of Work : Providing Brick fence wall by dismantling Barbed wire fencing in BHEL Township Sector-17, Noida

NIT NO. : 45:AA:NOI:ADMN.: Fence Wall:112:2010-11 Dated: 31/01/2011

Sl. No.	Description of Item	unit	Qty.	Rate	Amount
1	Dismantling and stacking within 50 metres lead, fencing posts or struts T' or 'L' iron or pipe section including all earth work and dismantling of concrete etc. in base .	each	1500	44.85	67275.00
	It. No. 15.34.1, Page No. 229 of DSR 2007				
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	It. No. 2.2.1, Page No. 64 of DSR 2007				
4	Filling available excavated earth (excluding rock) in trenches, plinth,sides of foundations etc. in layers not exceeding 20cm in depth,consolidating each deposited layer by ramming and watering, leadup to 50 m and lift upto 1.5 m.	cum	333.00	45.70	15218.10
	It. No. 2.25, Page No. 67 of DSR 2007				
5	Providing and laying in position cement concrete of specified grade 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) excluding the cost of centering and shuttering - All work up to plinth level.	cum	138.75	2237.75	310487.81
	It. No. 4.1.10, Page No. 79 of DSR 2007				
6	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	719.28	2121.75	1526132.34
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	It. No. 6.4.2, Page No. 99 of DSR 2007				
8	Half brick masonry with F.P.S. brick of class designation 75 in foundations and plinth in. cement mortar 1:4 (1 cement : 4 coarse sand)	sqm	3665.20	270.35	990886.82
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Total Offer value in words: Rupees					

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I/ we have gone through all the Special & General Conditions and the contractor's obligations enclosed with this tender document and agree to abide by these.

(Engineer Incharge)

(Contractor)