



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

क्षेत्रीय परिचालन प्रभाग, मुंबई

Regional Operations Division, Mumbai

मानव संसाधन प्रबंध / Human Resources Management

Ref No. ROD/MUMB/HR/GNA/6/2020 DATED 25.06.2020

Subject: NIT for Repair/waterproofing of terrace of 3 building (no.138,139,140) in Township, Tilak Nagar, Mumbai

BHEL, a Power Equipment Manufacturing Company, intends to do repair/waterproofing work of the terrace of 3 buildings (No. 138,139,140) in BHEL Township, Tilak Nagar, Mumbai. Your most competitive offer is invited for the subject work in line with the terms and conditions placed in the tender specification. The tender comprises of:

1. Important Dates
2. Scope of Work
3. Eligibility Criteria for Tendering
4. Information relating to submission of Bids
5. EMD (Earnest Money Deposit) submission
6. Bid evaluation
7. Completion Schedule
8. Payment Term
9. Liquidated Damage
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation.

The Competent Authority reserves the right to cancel the tender without assigning any reason thereof.

Details are as under:

1. Important Dates:

Last date of submission of bids: 02.07.2020(2.00PM)

Date of opening of technical bids: 02.07.2020(2.30PM)

Bids arrived after last date/time would not be considered.

Date of opening price/financial bids: will be intimated to techno-commercially qualified bidder

2. **SCOPE OF WORK:**

The scope of work under this specification is **Repair/waterproofing of terrace of 3 building (no.138,139,140) in Township, Tilak Nagar, Mumbai.**

Location of work: Building No.138,139,140 BHEL, Township, Near Tilak Nagar Railway Station Rd, Tilak Nagar, Mumbai, Maharashtra 400089

Area under Consideration is 5088sqft (terrace area of one building is 1696 sqft, for 3 building, total area would be 5088). Area of work may vary +/-2 %.

The above job includes shall generally include, *but not limited to*, following:

- I. scraping, cleaning, removing loose particles, dust/ grease/ moss from terrace with TAR Brush.
- II. providing & applying waterproofing treatment to terrace consisting of DR.Fixit prime seal and DR.Fixit new coat (as specified by Manufacturer) and applying at least 3mm thickness of waterproofing coat (polymer coating)
- III. repairing of area damaged and disposal of debries produced during job

Manpower, Materials and equipment required for said jobs will be arranged by contractor

3. **Eligibility Criteria for Tendering**

- A. The bidder must be registered and legally constituted a proprietary firm/partnership firm/Limited Company, Corporate Organization who possess the required licenses, registrations etc as per law.
- B. Contractor must be having experience of executing the civil works for Government or Private Organization. Contractor must submit at least one work order/certificate from client and/or other document proving civil works experience of contractor. In absence of this document, bids of contractor will not be considered.

Work order/testimonial to be enclosed are

One work order of at least Rs.148480/- (excl. taxes) of similar works OR

Two work order of at least Rs.92800/- (excl. taxes) of similar works OR

Three work order of at least Rs.74240/- (excl. taxes) of similar works

4. **Information relating to submission of Bids**

- A. The interested agencies are required to submit the technical and price bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover- II containing "Price Bid" should be placed in a third sealed cover superscripted "**Tender bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar**".

- B. The bids must reach following address latest by 1400 hrs date: 02.07.2020

Address:

Tender box, Security Cabin, BHEL, Township, Near Tilak Nagar Railway Station Road, Tilak Nagar, Mumbai, Maharashtra 400089;

- C. **Contact Person:** Mr. Sarin Sondawale, Dy Manager HR
Mob: 9999743756, email: sarin@bhel.in; sarin15june@gmail.com

- D. The authorized representative of the firm shall sign and stamp all the pages of the tender,

all documents in Technical and Price Bid.

- E. Bidder must take print out of this NIT and sign on all pages and put in envelope of Technical Bid as token of acceptance of terms and conditions.
- F. The rate quoted should be in prescribed format with sign of representative of bidder. Price bid should be unconditional. Except PRICE details, nothing should be written in Price Bid.
- G. Price details should be written in figure as well as in words. Amount mentioned in figure should match with amount mentioned in words. In case of any discrepancy, lowest of these two amount will be considered. Decision of BHEL authority will be final and binding on the bidder.
- H. In case bidder is unable to submit the bid physically, he/she may submit the bid (scanned signed copy) via email **Two separate email (one for technical bid and 2nd for price bid) to be sent to sarin@bhel.in ; saket@bhel.in and vasant@bhel.in by date 02.07.2020 time: 2.00 pm. Please go through check list (on last of the NIT) for details.**

In Email for **Technical bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar** Bidder should clearly mention name , address and contact details of the firm in the email

Bidder should declare that

- a. Bidder agrees to all clauses/terms/condition mentioned in the NIT
- b. No legal case is pending/contemplated against bidder;
- c. Bidder has no relation with BHEL employees
- d. Bidder has adequate number of trained manpower for job
- e. Bidder has visited the site and understood the scope of work
- f. Bidder agrees to submit other documents/information in needed in future

Email should be having attachment:

- a. Work order/certificate from client for civil work
- b. NIT copy
- c. GST registration copy
- d. PAN card
- e. BMC or other government body registration copy
- f. EMD details (UTR No. , Date,)

In Email for Price **bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar**

Bidder should clearly mention name , address and contact details of the firm in the email

Email should be having only one documents i.e.Price bid in prescribed format with sign and stamp (scanned)

In case bidder submit the bids timely in both mode i.e. email as well as in hardcopy, the bids submitted in hardcopy may be considered and email bid may be discarded.

5. EMD (Earnest Money Deposit) submission

- A. The EMD of Rs **3712/-** to be submitted through NEFT/RTGS. The fund may be transferred to the following account.
- B. BHEL Bank Account details:
Name: BHARAT HEAVY ELECTRICALS LTD
BANK: CITIBANK, FORT BRANCH
ACCOUNT NO:0008279012
IFSC CODE: CITI0100000 MICR CODE:400037002
- C. The EMD should be submitted latest by 1200Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.
- D. EMD of the Bidder will be forfeited if:
 - d.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - d.2 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
 - d.3 If the bidder declines to accept the LOI / WO or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
 - d.4 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- E. EMD of successful bidder will be adjusted towards part of the security deposit.
- F. EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- G. EMD shall not carry any interest.

6. Bid evaluation

- A. Price bids of only those agencies will be opened who qualify in the Technical bids. The information of the same will be given to firms through phone/email on later date.
- B. Bid will be evaluated based on rate quoted for per sq.ft.
- C. Bidder who quotes lowest bid will be successful bidder and will be called for awarding the contract.

7. COMPLETION SCHEDULE

All works covered under scope of the tender is to be completed within 30 days from the date

of issue of work order. Successful bidder should commence the work within 3 days of issue of work order.

8. Payment Term

- A. No advance will be paid.
- B. The actual payment to be made to contractor will be based on verification and recommendation by maintenance committee of the township. Payment would be made based on actual work completed by bidder and certified by BHEL representative.
- C. Pakka bill with GST number is must. The bill should be in name of BHEL bearing GST No. 27AAACB4146P1ZF. The GST no of contractor should also be written on the bill. The GST amount would be released once it is reflected on GST portal.
- D. Payment will be made online through NEFT/RTGS to contractor bank account within 30 days of submission of bill and its verification. Successful bidder must give bank details for NEFT/RTGS in prescribed format.

9. Liquidated damages

In case of delay of the work, The Contractor shall pay liquidated damages to BHEL at the rate 5% of contract value per week. The total amount of liquidated damages shall not exceed the 10% of Contract Value. BHEL may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

10. Security Deposit

- A. Total amount of security deposit is 5% of the contract value.
- B. As a guarantee towards due performance and compliance of the contract work, the successful bidder or lowest bidder shall deposit an amount equivalent to 5% of Contract Value towards Security Deposit by way of online money transfer to BHEL or demand draft in favor of "BHEL" drawn on any Nationalized Bank/ Scheduled Bank payable at Mumbai.
- C. BHEL reserves the right of forfeiture of Security Deposit in case of leakage or non-satisfactory outcome of the jobs
- D. **RETURN OF SECURITY DEPOSIT:** If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL, Security Deposit will be released to the contractor after 12 months of job completion. No interest shall be payable by BHEL on Security Deposit or on any money due to the contractor.

11. Bid Validity:

- A. The bid shall be valid and open for the acceptance of the Competent Authority of BHEL for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder shall be entertained.
- B. The contract shall be valid till completion of entire job in all respect
- C. The rate quoted by contractor shall be firm irrespective of any upward variation in the price of manpower or material.

12. General Terms & Conditions

- A. The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. There should be no case (pending and/or convicted) with the Court of Law against the proprietor

/Firm/Partner or the Company.

- B. The works to be performed in the above construction includes execution of the work including providing of all labour, supervision, materials, power, fuel, construction equipment, tools and plants, supplies, transportation, all incidental items necessary for successful completion of the work including contractor's supervision and in strict accordance with the safety norms and labour laws.
- C. The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.
- D. Good quality material shall be used the contractor for these jobs. Well trained worker/manpower shall be deployed by contractor for these jobs.
- E. The contractor will make his own arrangements for electricity / water required for construction. Nothing shall be paid on this account.
- F. The contractor will arrange for temporary stores at the site of work at his own cost. BHEL does not bear responsibility for Safety of contractor's items at working location.
- G. BHEL reserves the right to accept or reject any or all bids without assigning any reasons. BHEL also reserves the right to reject any bid which in its opinion is non- responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- H. All cost incurred in connection with submission of bids like preparation, submissions, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. BHEL will not be responsible/ liable for the same regardless of the outcome of the tendering process.
- I. The period of offer of under the scope of work shall be valid for three month from date of opening of bid.
- J. Staff deployed must have expertise in civil work and they must be of good conduct and physically fit for the work. Bidder should be having required labor license. They must not having cough, cold , fever and /or pneumonia like symptoms. Bidder must provide mask, gloves and other necessary PPE to labors. Bidder must ensure social distancing norms as work place.
- K. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to BHEL whatsoever it may be.
- L. Bidder shall bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/Central Government/any local body or authority. To furnish such proof of

payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the BHEL, from time to time.

- M. Bidder shall be Responsible for compliance to the provisions of various labour laws relating to the personnel deployed by the Agency.
- N. For any accident happened during execution of the job, the BHEL shall not be liable to bear any expense in this regard. Bidder must take liability of the same.
- O. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BHEL / Govt. of India/ any State/or any Union Territory.
- P. Good standard of services shall be maintained as indicated.
- Q. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- R. The decision of BHEL in regard to interpretation of the Terms & Conditions shall be final and binding on the Agency.
- S. All disputes concerning questions of fact arising under the Contract shall be decided by the Head of ROD Mumbai subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration/court and it shall be subject to the jurisdiction of court at Mumbai.

13. Corruption And Fraud Prevention

- A. Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <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.
- B. Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- C. BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

14. Guarantee

The contractor shall guarantee the work under the scope of contract for a period of 12 months from date of start and shall rectify free of cost all defect due to faulty supply or work done, if any

15. Termination

The contract may be terminated by BHEL, giving 7 days' notice, in case the agency:

- A. Assigns or sub-contract of this service.
- B. Violation/ contravention of any of the terms and conditions mentioned herein.
- C. Does not improve the performance of the services in spite of instructions.
- D. Any violation of instructions/agreement of suppression of facts.

16. Technical Bid

Tender for Repair/waterproofing of terrace of 3 building (no.138,139,140) in Township, Tilak Nagar, Mumbai

1. Name of firm/agency:				
2. Address of the Agency:				
3. Name of Representative of Agency:				
4. Designation:				
5. Mobile/phone number:				
6. e-mail				
7. GST Registration				
8. Pan Card				
9. EMD details				
10. Certificate of incorporation/registration/partnership deed				
11. Experience in the Civil works (Attach work order/certificates, testimonials) One work order of at least Rs.148480/- (excl. taxes) of similar works OR Two work order of at least Rs.92800/- (excl. taxes) of similar works OR Three work order of at least Rs.74240/- (excl. taxes) of similar works				
Name of Organization with complete address & Telephone number	Nature of work done	Year of work done	Contract Value (Rs)	Status of work (completed/in progress/with drawn)

17. Declaration

Declaration

I/We, Name: _____; representative/proprietor
of agency/firm _____ hereby confirm and declare

that there is availability of adequate experienced trained manpower for deployment for the
job mentioned in the NIT **for Repair/waterproofing of terrace of 3 building
(no.138,139,140) in Township, Tilak Nagar, Mumbai**

that none of our officials is related to board member or employees of BHEL.

that there is no legal case/litigation in any court of law is pending/convicted/initiated against
us.

that have read and fully understood all clauses of this NIT including the terms and conditions
contained herein and undertake myself/ourselves to abide by them.

That our representative has visited the site and understood the scope of work.

That we will follow all local laws / acts / rules prevailing during execution of job and
indemnify BHEL from any mishap / claims while undertaking the work.

Sign and Seal of Bidder Representative

18. Letter of compliance (Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

**Sub : Letter of compliance FOR Tender for Repair/waterproofing of terrace of 3 building
(no.138,139,140) in Township, Tilak Nagar, Mumbai**

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

Name/Signature of the signatory.

Stamp.

19. Price Bid Format

Annexure 1

(Price BID)

Sub: Quotation for Water proofing of 3 Nos. terrace of the building no.138,139 & 140 at BHEL
Tilak Nagar Township.

Sr.No.	Type of Work	Quantity (Sq ft)	Rate (rs.per sq ft)	Amount in rs. (Excluding GST)	GST Amount	Amount in rs. (Inclusive GST)
1	(i)scraping, cleaning, removing loose particles, dust/ grease/ moss from terrace with TAR Brush. (ii) providing & applying waterproofing treatment to terrace consisting of DR.Fixit prime seal and DR.Fixit new coat (as specified by manufacturer) and applying at least 3mm thickness of waterproofing coat (polymer coating) (iii) repairing of area damaged and disposal of debries produced during job	5088 In words: Five thousandt h and Eighty Eight	_____ In words	_____ In words	_____ In words	_____ In words:

Sign:

Date:

Name:

Designation :

Name of firm/agency:

Address:

Contact No:

20. Check list

20.1 Check list for hardcopy/paper mode

Documents to be placed in envelope 1 (Technical Bid)

- (a) Certificate of incorporation/registration/partnership deed
- (b) EMD details (Amount 3712, UTR No, Date)
- (c) PAN from income Tax Authority
- (d) GST Registration certificate.
- (e) Workorder/certificates/testimonials from the client for whom bidder has done the civil works
- (f) Signed copy of NIT (all pages) as Acceptance of terms & Conditions (take the print of all pages of NIT, sign it and put in envelope)
- (g) Declaration and Compliance Certificate
No legal case is pending with the police/Court against the proprietor/Firm/Partner or the company
No bidder official is related to BHEL officials
availability of the adequate manpower with the requisite experience for deployment
visit to site and understood the scope of work
- (h) Any other information brochure/document that bidder wants to share

Each page (front and back) must be signed and stamped by bidder.

Envelope should be properly sealed/stuck with gum/cellotape.

Write **“Technical bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar”** on top of envelope and write **name of firm/agency** at bottom of envelope

Documents to be placed in Envelope 2 (Price Bid)

Price bid should contain only one document i.e. Price Bid with clear mentioned of rate (in figure as well in words) as prescribed format Annexure 1 with signature/date/seal at the bottom.

Envelope should be properly sealed/stuck with gum/cellotape.

Write **“Price bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar”** on top of envelope and write **name of firm/agency** at bottom of envelope

Documents to be placed in Envelope 3 (Tender)

Envelope 1 and Envelope 2 must be put in envelope 3.

Envelope should be properly sealed/stuck with gum/cellotape.

Write **“Tender bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar”** on top of envelope and write **name of firm/agency** at bottom of envelope

20.2 Check list for email mode

Two separate email (one for technical bid and 2nd for price bid) to be sent to sarin@bhel.in ;
saket@bhel.in and vasant@bhel.in by date 02.07.2020 time: 2.00 pm

Documents to be attached in email for Technical Bid

Write “**Technical bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar**” in subject of email and attach following copies (scanned)

- (a) Certificate of incorporation/registration/partnership deed
- (b) EMD details (Amount 3712, UTR No, Date)
- (c) PAN from income Tax Authority
- (d) GST Registration certificate.
- (e) Workorder/certificates/testimonials from the client for whom bidder has done the civil works
- (f) Copy of NIT (all pages) as Acceptance of terms & Conditions
- (g) Declaration and Compliance Certificate
No legal case is pending with the police/Court against the proprietor/Firm/Partner or the company
No bidder official is related to BHEL officials
availability of the adequate manpower with the requisite experience for deployment
visit to site and understood the scope of work
- (h) Any other information brochure/document that bidder wants to share

Each scanned page (front and back) must be signed and stamped by bidder.

Write “**Technical bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar**” in subject of email

Documents to be attached in email for Price Bid

Write “**Price bid for Repair/waterproofing of terrace of buildings BHEL Township, Tilak Nagar**” in subject of email and attach following document (scanned)

1. Only one document i.e. Price Bid with clear mentioned of rate (in figure as well in words) as prescribed format Annexure 1 with signature/date/seal at the bottom.