

Tender Enquiry No: 353



**BHARAT HEAVY ELECTRICALS LIMITED**  
( A Government of India Undertaking)  
**INSULATOR PLANT**  
**JAGDISHPUR-227817, UP (INDIA)**

Phone No:- 05361-267203

Email:-[lkumar@bhel.in](mailto:lkumar@bhel.in)

**Mosquito control work in factory & Township of IP at Jagdishpur**

**Tender Enquiry No: 353 Dated 10.10.2017**

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**Tender for Mosquito control work in factory & Township of IP at Jagdishpur**

**Tender Enquiry No: TE-353 Dated 10.10.2017**

THIS TENDER SPECIFICATION ISSUED TO:

M/S

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*Dr*



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Sealed tenders (Two bids System) in two separate covers are invited from the reputed agencies/firms registered with Govt. of India/CPWD/state/PWD/MES/Railways or public sector Undertakings having adequate experience, capabilities and have executed works of similar nature and magnitude.

**NOTICE INVITING TENDER**

Tender Notice No	TE-353 DATED 10.10.2017
Name of work	<b>Mosquito control work in factory &amp; Township of IP at Jagdishpur</b>
Type of Tender	Open tender.
Period of contract	One year ( 12 months)
Earnest Money Deposit(EMD) Amount	Rs 7200
Last date & Time for Receipt of the Tender	28.10.2017
Date of Technical Bid Opening	30.10.2017
<b><i>(Please obtained updated information from the website about the latest applicable dates &amp; other changes if any in the tender contents)</i></b>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of Submission of Tender	Tender Box place in ADM Building, BHEL-IP, Jagdishpur Amethi-227817
Address on the sealed Tender Cover to be:	<b>SR. ENGINEER ( CIVIL) BHARAT HEAVY ELECTRICALS LIMITED INSULATOR PLANT IA JAGDISHPUR-227817 DISTRICT AMETHI UTTARPRADESH</b>
Venue of the tender opening	<b>ADM Building</b>
Cost of tender Documents	<b>Rs 100/- (non-refundable)</b>
Validity of the offer	<b>6 months</b> from the date of opening of price bid
This tender document contains 19 Pages including the following. <b>Part I:</b> - Technical Bid from Page No. 1 to 15 including Special conditions of Contract <b>Part II:</b> - Commercial Bid from Page No. 1 to 4 of the Bill of Quantities.	



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1. The tender document can be downloaded from BHEL website ([http://www.bhel.com/tender/list\\_tender.php](http://www.bhel.com/tender/list_tender.php)). In such cases, the cost of tender documents shall have to be paid by Demand Draft (In favor of Bharat Heavy Electricals Limited, payable at SBI/BOB Industrial area, Jagdishpur only) at the time of submission of offer.
2. Interested bidders may alternately collect hard copy of the tender specification documents from Civil Department, BHEL-Insulator Plant, Jagdishpur after submitting application and cost of tender Documents in form of Demand Draft (In favor of Bharat Heavy Electricals Limited, payable at SBI/BOB Industrial area, Jagdishpur only). Courier charges will be Rs 500 extra if documents are requested through courier.
3. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
4. The Earnest Money Deposit shall be paid by a Demand Draft (In favor of Bharat Heavy Electricals Limited, payable at SBI/BOB Industrial area, Jagdishpur only) along with the bid in separate sealed envelope.
5. The offer is to be submitted in a sealed envelope properly marked. The tender shall be submitted in two parts. The first part shall consist of the techno-commercial offer without price schedule and marked on top of the envelope as "Part I -Techno-commercial Bid" along with tender enquiry no. and due date. The second part shall be the price schedule and marked on top of the envelope as "Part II - Price Bid" along with tender enquiry no and due date. Each part shall be in a separate sealed envelope. Both the parts shall then be put in a bigger sealed envelope. The tender enquiry no. & due date of opening must be clearly mentioned on top of the envelope.
6. Part I of the bid will be opened first and scrutinized. Successful bidders in techno-commercial bid Part - I will only be considered for opening of Price Schedule i.e. Part - II. Date of opening of Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
7. Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
8. Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per Annexure NIT - I will not be considered.
9. Tenderers are advised to go through the project scope of work, site location etc and get them fully acquainted with the work place and prevailing working conditions before submitting the Offer.
10. The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.



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11. Offers with deviations from terms and conditions of this tender are likely to be rejected.
12. The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenders shall certify in the Techno- commercial bid that rates for all the items have been quoted.
13. Order will be placed on a single bidder for the complete scope of work.
14. Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the contractor.
15. All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.
16. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
17. BHEL reserves the right to reject the tender from any bidder on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job of BHEL in last five years, or if the bidder has been kept under hold/ blacklisted by BHEL.
18. All corrigenda, addenda, amendments, clarification etc to tender specification will be hosted in the web page ( [www.bhel.com](http://www.bhel.com) > **Tender notifications** > **view corrigendum**) only and not in the news paper. **Bidders shall keep themselves updated with all such developments.**
19. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from BHEL, IP, Jagdishpur, Amethi-227817 office at the following address up to one week before the tender due date.

**Address of Jagdishpur office:**

**Sr.Engineer. (Civil), BHEL**

**Insulator Plant, I.A. Jagdishpur, Amethi, 227817**

**Phone no: - 05361-267378, 203**

For & on behalf of BHEL

Sr.Engineer (Civil)  
BHEL,IP,Jagdishpur.



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**Annexure NIT - I**

**Tender for Mosquito control work in factory & Township of IP at Jagdishpur**

**A. QUALIFICATION REQUIREMENTS**

1. The Tenderer should have, in the last seven years ending on 31-03-17, successfully completed tilling work works for residential/office/ commercial buildings. Values of such work done should be as under:
  - a) One job of value of Rs 3 Lakhs or above, or
  - b) Two jobs of value of Rs 2.10 Lakhs or above each, or
  - c) Three jobs of value of Rs 1.8 Lakhs or above eachAnd
2. The Tenderer shall be financially sound and should have achieved an average annual financial turnover of minimum Rs 2 Lakhs per year over three consecutive financial years ending on 31.03.2017.

**B. DOCUMENTS REQUIRED**

The Tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorised signatory:

- a) List of Jobs undertaken with details and value meeting the above conditions.
- b) Copies of work orders issued by customers.
- c) Copies of completion certificates issued by customers.
- d) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.
- e) Declaration not guilty a court of law as per affidavit 'A' (Attached in SCC).
- f) Certified self for not black listed as per affidavit 'B' (Attached in SCC).
- g) Certificate of registration from Indian Pest Control Association
- h) License to stock and use insecticide(s) for commercial pest control operation from Department of Agricultural, U.P. Government in the format of FORM - VI/C.


**C. Checklist / Minimum qualification criteria**

**1. Legal requirements**

- a. Employee's PF & miscellaneous provision act, 1952 (Valid PF code required)
- b. ESI Number & date (Valid ESI code required)

**2. Taxation requirements**

- a. Income tax act (PAN No.)
- b. GST No.

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**EARNEST MONEY DEPOSIT (EMD):**

- 1) EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:
  - a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: **18060200000022** of Bank of Baroda, I A Jagdishpur, IFSC No. **BARBOINDJAG**. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
  - b. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
  - c. In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
  - d. The EMD shall not carry any interest.
- 2) In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 3) BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
  - a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

**SECURITY DEPOSIT (SD):**

- 1) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
  - a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
  - b) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
    - i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: **18060200000022** of Bank of Baroda, I A Jagdishpur, IFSC No. **BARBOINDJAG**. Receipt of EFT Transfer from bank shall be submitted to BHEL.
    - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (Note: 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.






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- iii) At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- iv) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- v) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- vi) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- vii) The Security Deposit shall not carry any interest

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### SECTION-II SPECIAL CONDITIONS OF CONTRACTS

1. Any pesticide / Insecticide chemical should not be issued to any un-authorized person in condition. The contractor will be responsible for any type of accident because of this reason.
2. Contractor's staff should be care full while spraying pesticide / Insecticide in kitchen etc. for avoiding any mixing in foods etc.
3. All employees of contractor must be trained and well aware of the effects of these Pesticide / Insecticide at the time of using / handling / storing. Anti-dot of each chemical must be kept ready with contractor / authorized person for emergency use of un-expired date.
4. The contractor shall take necessary precautions for the safety of his workmen and he should follow all safety rules required in connection with execution of such type of works. The contractor must provide hand gloves / face masks / safety goggles etc. to his all employees. The contractor must provide soap etc. for hand washing after use of these chemicals.
5. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same. The decision of Engineer in charge is such case shall be final and binding on contractor.
6. The storage handling and disposal of chemical and its empty containers should be in an environment friendly and safe manner as specified by manufacturer or appropriate legal / regulatory authority. No Empty container shall be returned back to contractor.
7. The contractor shall make his own arrangement for his residing the supervisor near by the township for execution / interest of work. If available the BHEL can provide the accommodation at commercial rent (electric charge and water charge extra) as per rule.
8. All employees should be engaged after approval of the engineer - in - charge. No minor worker will be allowed to work.
9. In case of any accident the 100% responsibilities lies with contractor.
10. The contractor staff should be well mannered and of good behaviour with our township residents and BHEL office staff. If any complaint is lodged with BHEL official, the contractor shall be bound to replace the employee.
11. Contractor will have to ensure that the work places are entirely cleaned after completion of work.
12. In case when the contractor fails to arrange the work as per the requirement, the BHEL will deduct the expenses to make alternate arrangement for the same.
13. The contractor must submit his valid license issued by Government Authority, for handling, using & storing of poisonous / pesticides / insecticides materials. The contractor shall follow all relevant legislation / regulations etc including the legislation on the hazardous chemicals applicable to this work.



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The contractor shall provide "material safety data sheet" (MSDS) of all the hazardous chemicals insecticide / pesticide before the same is brought to BHEL Jagdishpur the MSDS shall be deposited with the HOD (Civil). The successful bidder will be responsible for compliance to the Insecticides Act 1968 and Insecticides Rules 1971 use of banned insecticides will not be permitted. In case such insecticides are used action will be taken as per law and it will be treated as breach of contract. The contractor will have to depute a representative who shall (in the absence of the contractor) report to the department on all working days and liaison with the supervisor in charge for the works to be undertaken.

14. All materials brought at site should be of the brand & quality confirming strictly to appropriate legal / regulatory / government authority / our specifications. All materials should be got verified / approved by the engineer-in-charge before application.

15. The defects liability period shall be SIX MONTH. The security deposit shall be released after successful completion of defect liability period of SIX MONTH after completion of complete work.

16. The contractor shall undertake the work strictly as per the offer under the supervision of the Engineer-in-charge of BHEL Jagdishpur.

17. The mixing / dilution of the insecticide / pesticide shall be done in presence of Engineer-In-Charge / Authorized person of BHEL. The dilution chemical is liable to be rejected in case dilution is not done in Engineer-In-Charge presence.

18. The chemical brought to the Township shall be stored in the storeroom for this purpose located in Town administration office under the supervision of Engineer-In Charge.

19. The contractor shall be 100% responsible to settle / contest / defend any legal / police case arising due to effects / bad effects of misuse / accident of the insecticide / pesticide.

**20. EXECUTION OF CONTRACT:**


a. The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the "Prescribed form" as per GCC with BHEL within 15 days after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, shall be borne by the Contractor.

b. The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay

c. The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay

d. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and / or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard

e. All the works shall be carried out under the direction and to the satisfaction of BHEL Administration.

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21 Work shall be carried through out work period (contract period) without interruption due to any Sunday / holiday round the clock and contractor has to make suitable arrangement for the same without any extra compensation.

22 The contractor has to obtain registration no. service tax code & account code etc from commission rate of central excise and service tax, Kanpur, without which tender shall not be issued. He shall have to comply with the requirement of the commissionate.

23 The payment shall be made on the basis of measurement only as per unit given in schedule. The contractor or his supervisor / authorized person should maintain a register and entry the work / measurement immediately and get it verified daily / after the work by BHEL supervisor.

24 The contractor must submit his work details filled-up in the form placed at schedule "F1, F2 & F3"

25 The contractor should be capable to arrange required Tools, Plants & Machinery.

26 The contractor should be capable to arrange technical and skilled manpower.

#### 27 MEASUREMENT OF WORK AND MODE OF PAYMENT

a. All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his account details in the standard format to be provided by BHEL Jagdishpur.

b. All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the party will sign in that.

c. All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I. Tax, GST, Security Deposit, Stamp duty on S.D, Water charges 1% etc. As applicable.


d. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

e. The contractor shall bear the expenditure involved if any, in material testing & meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.

f. Full payment of Township area will be allowed if 80% area is covered. 20% sparing is allowed for (a) vacant quarters, (b) quarters occupied but locked repeatedly, © residents not willing / allowing for indoor spraying however for factory portion full area has to be covered. In case of reduction prorata deduction will be made.

g. Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.



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h. Monthly measurement bill shall be prepared in the proforma prescribed for the purpose placed at schedule "F-1, F-2 & F-3", based on the certificate issued by the Engineer-in-charge that the entire work as stipulated in the tender specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

28 In all cases of disputes emanating from and in reference to this agreement contract and all questions, disputes for difference of any kind what so ever arising out of or relating to this agreement contract the matter / dispute shall be referred to the arbitration of the sole arbitration of Executive Director / Group General Manager / General Manager of BHEL, Jagdishpur or any other person (including an employee of BHEL) even through he had to deal with the matter relating to this agreement contract nominated by the said Executive Director / GGM / GM to act as sole arbitrator. The arbitrator shall be under the arbitrator and conciliation act of 1996 and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. No person other than the above or his nominee can act as arbitrator. The venue of arbitrator shall be at Jagdishpur or the place decided by the arbitrator. The ward of the arbitrator shall be final and binding on the parties of this agreement. The court at Jagdishpur only should have

29 The works have to be carried out as per our / CPWD specifications 1977, wherever CPWD specifications are silent, the work shall carried out as per BIS specifications. In case of defective BHEL will have full right to reject the work or part there of such defective work if any, will have to be rectified at contractor's cost. The opinion of Engineer-in-charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.


30 The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge, the contractor shall make separate store for material with double lock system.

31 Electric power for the legitimate use in the work shall be provided free of cost.

32 Necessary quality checks for Mosquito & general Pest control materials shall be conducted as per BIS / CPWD specifications. The cost for these tests shall be borne by the contractor.

33 The quantity of each item has been mentioned in the tender are tentative. The actual quantity will be as per work given. The quantity may vary as per requirement. The contract may be awarded on overall lowest basis only.



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34 BHEL reserves the right to suspend performance of any or all of its obligation under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension

#### SECURITY DEPOSIT

1. **Security Deposit:** Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit (10% of the contract value) within two weeks from starting date of work. The required amount of SD shall be deposited in any one of the forms as mentioned in the relevant clause of GCC for Civil Works. The security deposit shall be returned as per the conditions mentioned in the relevant clause of GCC available with BHEL
2. **Time Schedule:** Entire work shall be completed within 12 month. The date of start of the work shall be taken as given in Letter of Intent.





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Non judicial stamp paper of Rs 10 /-

**AFFIDAVIT 'A'**

I / We M/s .....proprietorship /pvt.ltd/ partnership firm represented by  
Shri.....S/o .....aged about  
.....resident of.....do here by solemnly  
affirm and state as follows:

1. That the deponent declares that no criminal trail/ prosecution for any offence involving fraud dishonesty and moral turpitude is pending against the deponent in any court of law. Further no penalty / guilty /conviction was awarded against the deponent by any court of law /statutory authority in India.
2. That the deponent hereby declare that neither myself & my firm was declared as insolvent by any court of law nor any insolvency proceeding pending in any court of law.

Deponent

**Verification**

The facts stated herein above are true and correct to the best of my knowledge and nothing has been concealed. Verification ...../...../ at Jagdishpur, Dist. Amethi, Uttar Pradesh -227817.



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Non judicial stamp paper of Rs 10/

**AFFIDAVIT 'B'**

I/We M/s.....Proprietorship / Pvt. Ltd. / partnership firm

Represented by Shri.....s/o.....aged about

.....resident of.....do here by solemnly affirm

And state that the deponent declares that the firm referred herein above never been Blacklisted/ banned

/delisted on the date of tender by any establishment of PSU/Govt of India.

Deponent

**Verification**

The facts stated herein above are true and correct to the best of my knowledge and nothing has been

concealed. Verified on ...../...../..... at Jagdishpur, Dist. Amethi, Uttar Pradesh- 227817