

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**BHARAT HEAVY ELECTRICALS LIMITED**

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



## **TENDER DOCUMENT FOR HIRING SERVICES FOR TERMITE CONTROL TREATMENT IN BHEL TOWNSHIP, SECTOR - 17, NOIDA.**

**NIT No. 29: AA: NOI: ADMN: TERMITE CONTROL: 112:2016-17  
DATED 04.11.2016**

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*Ujjwal Tomar*  
उज्ज्वल तोमर  
हार्ड अभियंता (मा. सं.- टीएएक्स)  
**Ujjwal Tomar**  
Engineer (HAR-TAX)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Ltd.**  
सम्पदा कार्यालय, सेक्टर-१७, नोएडा - २०१ ३०१ (उ.प्र.), भारत  
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
फोन (का.) 2515638, 2515635 Tel: 2515638, 2515635

### **TENDER DOCUMENT**

NIT No. 29: AA: NOI: ADMN: TERMITE CONTROL: 112:2016-17  
Dated 04.11.2016

Last date of Submission of Sealed Tender at Estate Office : 05.11.2016 at 1500 hrs.

Date of opening of Tender: 05.11.2016 at 1530 hrs.

Venue of Opening of Tender: 5th, Corporate Office, BHEL House, Siri Fort, New Delhi

To  
**M/s. ACTIVE PEST CONTROL**  
FF-16, Devika Chamber,  
R.D.C., Ghaziabad-201001.

Subject: Hiring services for Termite Control Treatment in BHEL Township, NOIDA.

Dear Sir,

We are pleased to invite your most competitive offer for Hiring services for Termite Control Treatment in BHEL Township, Sector-17, Noida as per following T & C's:

#### **PRICE BID**

S.N.	Description of Item	Unit (A)	Quantity (B)	Unit Rate (Rs.) (C)	Amount (Rs.) (D)=(B) x (C)
1.	Providing Termite Control Treatment Services in BHEL Township, Noida, includes broadly :- 1) Remove the existing infestation and thoroughly treat area. 2) Make holes around woodwork and pump in the chemical to form chemical barrier around woodwork. 3) The premises will be impregnated with wood preservative to make them resistant to make attack.	Sqft. (covered area)	10820.00		
Service Tax (..... %) Rs.					
Total Amount in Rs. (Inclusive all taxes, duties, cartage etc.)					
Amount in Words:					

Note:

- The unit rate to be inclusive of all taxes and duties, except Service tax, which will be payable extra at applicable rate.
- The payment will be made as per the actual nos. of flat and covered area.
- The rates quoted by you should remain valid during the contract period; increase in rates due to any reason shall not be permissible during the contract period.

(Signature of Party with seal)

*Ujjwal Tomar*  
**Ujjwal Tomar**

**Ujjwal Tomar**  
Engineer (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, सम्पदा कार्यालय, सेक्टर-१७, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

## **A. INSTRUCTIONS FOR TENDERER:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tender and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted in two envelopes (Tender Document/Price Bid & EMD). The envelopes should be super scribed with NIT no. & due date of opening.
4. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-2515638/ email: [ujjwal@bhel.in](mailto:ujjwal@bhel.in).
7. The tenderer or their representative may attend the opening of bids if they desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

## **B. GENERAL TERMS AND CONDITIONS:**

1. The NIT No. & due date must be legibly super scribed on the envelopes.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for 30 days from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
6. The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
7. **EARNEST MONEY DEPOSIT ( EMD):**
  - a) EMD of Rs. 1,000/- (Rupees Thousand only) in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfillment of any obligations in the terms of the NIT and to ensure the tenderer does not refuse to execute the Work after it is awarded to him.
  - b) Forfeiture of EMD : EMD by the Tenderer will be forfeited as per NIT conditions, if:
    - i. 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.
    - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD shall not carry any interest.
  - d) EMD of successful tenderer will be retained as part of Security Deposit.

(Signature of Party with seal)

बी.एच.ई.एल.  
BHEL  
उज्ज्वल तामर  
अभियंता (मा. सं.- टीएएक्स)  
Ujjwal Tomar  
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भारत भारी इलेक्ट्रिकल्स लिमिटेड, संपदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

8. **SECURITY DEPOSIT:**

- a) Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- b) The total amount of Security Deposit will be 5% of the contract value.
- c) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- d) **Modes of deposit:** The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - i) Cash (as permissible under the extant Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
  - vi) 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)
  - vii) The security deposit will be released only after completion of Guarantee/ Maintenance period of one year from the date of actual completion of work & upon fulfillment of contractual obligations as per terms of the contract.
  - viii) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

9. **DOCUMENTS REQUIRED ALONG WITH TENDER ENQUIRY**

- a) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of the **PAN card and Service Tax Registration No.**
- c) The Bidder must Submit a declaration (enclosed at Annexure -A), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- d) No deviation certificate as per Annexure -B (enclosed) must be signed and stamped.
- e) Bidder must submit the bidder's details in the enclosed format ( Annexure-E5)

10. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.

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



उज्ज्वल तोमर  
अभियंता (मा. सं.- टीएएक्स)  
Ujjwal Tomar

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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



12. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- iv. If any bidder does not accept the correction of errors, their bids will be disqualified.

13. **TERMS OF PAYMENT :**

- a. No advance payment or the payment for mobilization of work will be made to the contractor.
- b. Running bills payment against individual work orders executed shall be made to the contractor.
- c. The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- d. Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made against final bill within three weeks by NEFT/RTGS from the date of receipt of in discrepant bill.
- e. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- f. All payment will be subject to deduction of taxes at source as per rules.
- g. Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- h. The Service Tax shall be paid as per the quoted rates.
- i. No statutory variation of taxes will be payable after scheduled work completion date. In case of new tax is introduced by GOI, new tax shall be payable after equitable adjustment. However, statutory variation of new tax shall not be payable after schedule completion date.

14. **PERIOD OF CONTRACT:** This contract will be valid for a period of six (6) months from the date of Letter of Intent. During this period of six months, Separate Work orders will be issued from time to time as per the requirement and the contractor has to complete the work within 10 days from the date of issuance of these work order(s).

15. **L. D. Clause:** Extension of work may be granted by BHEL where delay is not attributable to the contractor. In case of work is not complete within scheduled date, a penalty of ½% per week of delay subject to maximum 10%, of award value will be deducted as L.D.

16. **L.D. FOR BAD 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. 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.

19. 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.

20. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

### **C) SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:**

- 1) The subject works shall be carried out up to the satisfaction of Engineer-in-charge.
- 2) All material required for the services will have to be arranged by the contractor and it should be of the best quality, not detrimental to the health of staff/residents. Safety in this regard will be the sole responsibility of the contractor.
- 3) **Usage of Chemicals:** The contractor/agency would only use those pesticides/chemicals which are registered with WHO & Central Insecticide Board under Ministry of Agriculture, Govt. of India for Public Health. No inferior quality of workmanship or material will be accepted. Use of banned pesticides & chemicals is strictly prohibited.
- 4) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL.
- 5) All machines, tools and tackles required for proper completion of work shall be arranged by contractor.
- 6) Contractor's staff should be care full while doing treatment/spraying pesticide in kitchen etc. for avoiding any mixing in foods etc.
- 7) 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 all safety equipments viz. hand gloves / face masks etc. to his all employees.
- 8) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during pest control work. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 9) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim
- 10) **GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of 12 months from the date of actual completion of contract. If during this period, any treated area is found infested by termite, then the contractor has to re-treat such infested areas at free of cost.
- 11) 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 the Sr. Engineer (HR-TAX) on Tel. No.-0120-2515638, mobile No.-9953866199 or at e-mail: [ujjwal@bhel.in](mailto:ujjwal@bhel.in).
- 12) The quantity/flats for termite treatment would be given based on the requirement and availability of flats. One or more flats may be given at a time and work order will be issued for the respective quantity.
- 13) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 14) Contractor shall be directly responsible for all disputes arising between him and his personnel / workers and keep BHEL, indemnified against all losses, damages and claims arising thereof.
- 15) The amount quoted should be firm and valid till contract period.
- 16) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
- 17) All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of work and for such work no extra claim shall be entertained.

(Signature of Party with seal)

बी.एच.ई.एल.  
उज्ज्वल तोमर  
अभियंता (सा. सं. निष्पादन)  
Ujjwal Tomar  
Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

- 18) The contractor shall not appoint any sub - contractor to carry out any obligation under the contract.
- 19) The contractor shall engage only such employees who are medically fit and are disciplined.
- 20) Any type of accommodation will not be given to the workmen deployed by the contractor.
- 21) 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.
- 22) **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.
- 23) **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 24) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and contractor in respect of or connected with this contract, General terms & conditions of tender, then the same shall be referred to Arbitration and arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same. The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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

For & on behalf of "BHEL"

  
(Ujjwal Tomar)  
Sr. Engineer (HR-TAX)



उज्ज्वल तोमर  
अभियंता (मा. सं.- टीएएस)  
Ujjwal Tomar  
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

NIT No. 29: AA: NOI: ADMN: Termite Control: 112: 2016-17,  
Dated 04.11.2016

**DECLARATION**

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

(Signature of Party with seal)

Place:

Date:



*Ujjwal Tomar*  
उज्ज्वल तोमर  
अभियंता (मा. सं.- टीएएक्स)  
**Ujjwal Tomar**  
Engineer (HR-TAX)

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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature of Party with seal)



**Annexure - B**

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

NIT No. 29: AA: NOI: ADMN: Termite Control: 112: 2016-17,  
Dated 04.11.2016

**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:



*Ujjwal Tomar*  
उज्ज्वल तोमर  
अभियंता (भा. सं.- टीएएक्स)  
**Ujjwal Tomar**  
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature of Party with seal)

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a canceled cheque for verification of above bank details.

  
  
 अभियंता (मा. सं.- टीएएक्स)  
**Ujjwal Tomar**  
 Engineer (HR-TAX)  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड, सम्पदा कार्यालय, सेक्टर-17, नोएडा  
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the contractor)