



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

Contact No. 04333-279551

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:15:028

Tender Notice

Dt. 23.01.2016

Sub: Two Part OPEN Tender Inviting Technical and Price Bid for “**Construction of Toilet / Urinal Block at Govt. Rani Girls Higher Secondary School, Pudukkottai under CSR Project (T.N)**”.

Please submit your competitive bid for the following scope of work as per the conditions given in the Tender.

Scope of work:	Construction of Toilet / Urinal Block at Govt. Rani Girls Higher Secondary School, Pudukkottai under CSR projects executed by BHEL/Thirumayam.
Duration of Contract:	45 (Forty five days)
Commencement of Work	Within 7 Days from the date of Letter of Intent (LOI).
Last Date / Time for receipt of tender:	14.00 hrs on 09.02.2016
Date / Time for opening of Technical Bid:	14.30 hrs on 09.02.2016
Date/Time of Reverse Auction / Price Bid Opening:	The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction / Price Bid Opening will be intimated to the Qualified Bidders separately.
EMD	₹ 20,000/- to be submitted in the form of DD only in favour of “BHEL – Thirumayam”. Note : Exempt from the payment of EMD along with Tender is allowed for the bidders who <ul style="list-style-type: none">• Have paid one time EMD of Rs 2 Lakhs at BHEL-PPPU, Thirumayam• are Joint Venture companies of BHEL, ,State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions• Have produced valid NSIC or MSE Certificate

01. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to meeting 1.Pre-Qualification Criteria, 2. Scope of Contract, 3. Work specific terms & conditions 4. Commercial Terms & Conditions, 5. General Terms and Conditions.
- (b) Bidder should furnish all the General & Technical Details asked in the “TECHNICAL BID”. Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- (c) The Pre-Qualification Criteria, Scope of Contract, Work specific Terms & Conditions, Commercial Terms & Conditions, and General Terms and Conditions, Certificate of compliance and all General & Technical details asked in “TECHNICAL BID” shall be duly signed under Company seal in all pages and placed in One cover duly superscripting the cover “**TECHNICAL BID**” and submitted.

Place
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- (d) Bidder should furnish the RATE in the enclosed “PRICE BID” format (**Annexure - A**) and the same shall be duly signed with seal and placed in a separate cover duly superscripting the cover “PRICE BID” and submitted.
- (e) **EMD** should be submitted in a separate cover duly superscripting the cover “EMD”.
- (f) **Totally there will be 3 Separate covers.**

Cover Title	Pages of Tender document	Other required documents
Technical Bid	1 to 27 (spiral bound)	Copy of Pre qualification criteria supporting documents for sl no 01 to 05 listed in page 3 of tender document- All stapled together or Spiral bound
Price Bid	28 to 38 All stapled together or Spiral bound	Nil
EMD		Covering letter, Demand draft or copy of EMD Exemption proof

- (g) All the 3 covers as stated in (f) shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting Cover Title, the tender No. & Date and Due Date.**
- (h) **Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted.**
- (i) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be attested.
- (j) BELATED and incomplete bids will not be accepted.

Thanking You,
On behalf of BHEL, Thirumayam,

M.Thangam
Senior Manager/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 04333-279554
Mobile : 9787737371

Email: mthangam@bheltry.co.in

Note:-

1. The bids shall be sent to the above address. It may please be noted that the tender box is kept at Contracts department, which is located at a walking distance of 10 minutes from PPPU entry Gate No. 5. The time of submission needs to be planned accordingly.
2. The offer (Common Sealed Cover) can be sent through Post/Courier/Person and the same has to be dropped at the tender box only.

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I. PRE-QUALIFICATION CRITERIA

1. The Bidder should have valid Income Tax **PAN Card**. Documentary proofs / Xerox copies are to be enclosed.
2. The Bidder should have valid Service Tax registration number (If applicable) otherwise has to submit a Self-Declaration of "Non Applicability of Service Tax" (Format enclosed with this tender document) on their Company's Letter Head.
3. The Agency could be a Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society in this line of service / business - documentary proof / Xerox copy to be enclosed.
4. The Bidder should have experience of having successfully completed similar works during last 7 years ending 31.12.2016 should be either of the following
Three similar completed works costing not less than the amount of Rs.1.94 lakhs **(OR)**
Two similar completed works costing not less than the amount of Rs. 2.42 lakhs **(OR)**
One similar work completed work costing not less than the amount of Rs.3.87 lakhs
5. The bidder should submit financial statements comprising **audited Balance sheet, Profit and loss accounts and notes to accounts** if any or certified turnover from chartered accountant for **last three financial years ending 31.03.2015** together with Income Tax return Acknowledgement or Assessment order for last 3 financial year ending 31.03.2015 along with bid.
6. On award of contract, the successful bidder shall comply with the requirements of PF and ESI / GI rules (as applicable) for their workmen deputed for this work.

Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.

II. SCOPE OF CONTRACT:

A. DESCRIPTION OF WORK:

1. The scope of work includes "Construction of Urinal block approx..25-30 nos. for Govt. Rani Girls Higher Secondary School at Pudukottai under CSR project "
2. The scope of work also includes the supply and fixing of complete electrical works 3 nos .of tube light fittings with bulb including wiring inside the toilet / Urinal room as per tender specification.
3. Time is the essence of the contract. Being a time bound work of construction nature; the contractor should make all efforts to complete the work in the stipulated period of 45 days
4. **The tender value includes cost of cement, cost of reinforcement steel, which has to be procured by the contractor while executing the project. Only approved brand of cement, reinforcement steel should be used in the work.**

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5. The work shall be carried out as per drawings released and as per Civil Engineering Department Work, Safety procedure, specifications, standard code of practice and as per the instructions of Engineer-in-charge given in Bill of Quantities.
6. All the works shall be executed as per the standard specifications as provided in BOQ / TNBP / BIS.
7. The contractor should bring the construction earth moving machineries like Poclain, Paver, Road Roller, JCB etc., as and when required for the work without any delay. Also required number of the following tools, Plants / instruments should be brought by the contractor when required.
 - a. Precise Levelling instruments and theodolite.
 - b. Full load mixture machine along with weigh batcher
 - c. Petrol / Kerosene driven vibrator/ mechanical vibrator
 - d. Cube moulds
 - e. Inter carting vehicle (tractor, hand trolley etc.)
 - f. Welding machine etc.
 - g. Steel shuttering
 - h. Pipe scaffolding
8. Exclusive lorries to be deployed to clear the debris generated and on no account the debris can be left for more than three days. Otherwise BHEL would clear the debris at the contractor's risk and cost.
9. The contractor has to execute any item of work irrespective of the quantity without any reservation till the contract value does not vary more than 20%.
10. The contractor has to carry out the work without affecting the school activities. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
11. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall be communicated in advance.
12. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill.
13. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of experienced staff for effective supervision of works as indicated below:
 - a) Experienced Civil Engineer (Graduate / Diploma in Civil Engineering) - 1 No.
14. To safeguard the persons working at height in roof, wall etc., care should be taken for safe working. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., while working.

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15. Expert labour only to be engaged for specialised items of work like laying of ceramic tiles, finishing etc. and only experienced persons shall be engaged for fabrication work, etc.
16. All the materials to be used in the work and the nature of work shall conform to the respective TNBP, BIS and National Building Organisation, Standard Specifications forming part of "ALL INDIA STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer-in-charge before actual incorporation in the work.
17. The contractor should maintain proper accounts for cement, reinforcement steel and other materials if any and these should be available at the site of work for verification and check by the Officials of this Organisation at any time.
18. All tools and plants including jack hammer with silencer bits, rock drilling machine, etc, required for all the works covered under this contract will have to be brought by the contractor.
19. All safety measures are to be followed during execution of work. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure if any, etc.
20. The contractor should use only the materials of brand and quality as approved by BHEL.
21. The contractor should submit the list of machineries and site personnel to be deployed for the work along with tender.
22. The cement and Reinforcement steel to be brought by the contractor should have test certificate. From the manufacturer or authorised institutions and for other materials like sand, broken stone and Bricks approval shall be obtained before incorporation in the work.
23. The contractor should use only weigh batch for all reinforced cement concrete works (controlled concrete).
24. The contractor should use for all masonry works including RCC / PCC for different mix of concrete for different grade of cement (OPC/PPC- 43 or 53 grade).
25. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavour is to be made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
26. **The maintenance period (guarantee for material provided and workmanship) for this work will be SIX (6) MONTHS.**
27. No night work will be permitted without the written permission of the Engineer - in - charge.
28. Bulk age test on the sand to be used on the work should be conducted periodically to arrive at the correct quantity of sand to be mixed for the different proportions as and when required.

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29. Site Drainage: All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.
30. Foundations: The Contractor shall not lay any foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-charge.
31. Covering-in Work: The Contractor shall give reasonable notice in writing to the Engineer-in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally be inspected or measured if necessary. In default of so doing, the Contractor shall, if required by the Engineer-in-charge uncover such work at his own expense.
32. Approval of works by Stages: All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer in-charge thereon shall be final and conclusive.

33. Execution of the Work:

- a. The work shall be executed as per BHEL specification to the satisfaction of the Engineer-in-charge in all respects and suitable experienced man power shall be deployed to the respective item of work.
- b. The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the Work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

34. Inspection of the Work:

B.H.E.L Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect) whereof the decision of the Engineer-in-charge shall be final and conclusive the Contractor shall on demand in writing from the Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be required at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

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35. Responsibility for Building:

In the event of any building or part of any building being handed over to the Contractor for the execution of work thereto under the provisions of the Contract, he shall give a written receipt for all fixtures, glass etc. and he shall be required to make good at his own expense all damages resulting from any cause whatsoever while in his charge and on completion of the work to deliver the said building or part thereof in a clean state complete in every particular to the entire satisfaction of the Engineer-in-charge.

36. Completion:

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance within the contract period and Progress where operative, and unused stores and materials, tools, plants, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Scheduled date of completion.

37. Compensation for Delay:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that is required or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered

Delayed Completion period (as originally-stipulated) at 0.5 percent per week subject to maximum of 5% of balance value of work to be completed.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the BHEL

38. Records and Measurements:

- i) All items having a financial value shall be entered in the B.H.E.L e-Measurement Book (SAP format) so that a complete record is obtained of all works performed under the Contract.
- ii) Work carried out for agreed lump-sum will be described and similarly recorded.
- iii) Lump-sum omissions will be entered for deduction. Measurements all be restricted to that required to ascertain the financial liability of B.H.E.L under the contract.
- iv) Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements authorized on the part of the BHEL and by the Contractor.
- v) The contractor shall give reasonable notice in advance in writing to the Engineer in charge for recording measurement of work done and bill processing. .
- vi) The Contractor shall, without extra charge, provide assistance with appliance and other things necessary for measurement.

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- vii) The Contractor shall bear all the cost of measurement of his work.
- viii) Measurement shall be entered in the B.H.E.L Measurement Book and signed and dated by both parties each day at the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the B.H.E.L a note to that effect will be made in the BHEL Measurement Book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.
- ix) If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re- measurement shall be borne by the party requiring the measurement.
- x) Measurement to be re-taken, provided that a net error is found by this re-measurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs. 500/- the expense of re-measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the Contractor as final.
- xi) The contractor shall, once every month, submit to the Engineer-in-charge with a copy to the civil Manager/Senior Engineer details of his claims for the work done by him up to and including the previous month which are not covered by his Contract Agreement in any of the following respects;
- Deviation from the items and Specifications provided in the contract documents.
 - Quantities in excess of those provided in the contract schedule.
 - He should, in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claim and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- xii) Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurements shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard Institution or as per standard engineering practice.

39. Deviations:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU-THIRUMAYAM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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40. PAYMENT TERMS:

1. The contractor has to submit all the relevant records / Log books / Log sheets to the Civil Section for verification and payment will be made on pro rata basis for the actual work Done as per the rates awarded through Running bills, if the completed item of work is satisfied by Engineer in charge as per BHEL specification.
 2. The consolidated statements and Bills shall be prepared based on the joint measurements made by BHEL and the Contractor during the first week of succeeding month and submitted after due certification by the Civil Section / Executive. The payment will be made through RTGS / EFT to the contractor immediately after the receipt of error free bill
- **Contractor should necessarily visit the Rani Girls Higher Secondary School ,Pudukottai before quoting to know the quantum/nature of job and facilities.**

III. WORK SPECIFIC TERMS & CONDITIONS:

1. BHEL is in no way responsible for any loss of life or any Injury caused to any of the contractor's work force or equipment while executing the work at all three places.
2. BHEL reserves the right to cancel and terminate the Contract at any time without assigning any reason.
3. The proof of execution of work should be submitted along with each bill.
4. The work will be awarded as a single total package and contractor should ensure to commence the work parallel in all three places so that the work will be completed within contract period
5. If the contractor fails to maintain the required progress to complete the work on or before the contract period, BHEL have right to impose the L.D. clause as per BHEL General condition of contract

IV. COMMERCIAL TERMS & CONDITIONS:

- Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria as stated.
- Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

01. Rate:

- a) Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule.
- b) Rate for the item of the tender schedule should be quoted in Rupees and paise only as per the Work / Rate schedule both in figures and words. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.
- c) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.

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- d) 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; and
 - e) 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 of (a) and (b) above.
 - f) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
 - g) The rates quoted should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.
 - h) All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
 - i) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.
 - j) The rates quoted in the tender shall remain valid initially for a period of at least "THREE MONTHS" from the date of opening of Technical bid. After successful award of contract, the rates shall be firm throughout the contract period.
 - k) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
- Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning, he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
 - Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
 - Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
 - In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
 - Every tender must be accompanied by Earnest Money Deposit in the form of Pay order or Demand Draft in favour of BHEL, Thirumayam. EMD shall not carry any interest.
 - This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.
 - All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

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- Service Tax and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.
- BHEL reserves the right to
 - Cancel the tender at any stage.
 - Finalize the contract through Reverse Auction / Price Bid Opening.
 - Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
 - Decide on equally distributing and awarding the work to two or more vendors if same L1 rate is quoted by many vendors.
- BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

For all Information and general terms & conditions governing RA, kindly refer **Annexure – E**, below.

Annexure – E

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

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7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

02. CONTRACT PERIOD:

- a) The contract execution period will be **45 (forty five) days** from the date of issue of LOI.
- b) If required, BHEL reserves the rights to extend this subject contract for further period under same terms and conditions subject to mutual acceptance of both parties.
- c) The contract may be terminated by BHEL due to violations or non-performance of the contract conditions by giving one month's notice.

03. RISK PURCHASE:

In the event of any successful Tenderer, after award of LOI / Contract fail to fulfil any of the Tender Term & Conditions / Contract obligations, explicitly expressed or implied, as per contract/Contract agreement, BHEL will exercise their right to arrange and execute the same through alternate vendor/departmentally at the RISK and COST of the service provider and excess expenditure if any incurred will be deducted from the subjected Service provider's running bill / Security Deposit.

For this purpose, the modus operandi will be as follows:-

- a) BHEL will address by mail to all technically qualified vendors, and call for a price bid alone, giving only three days' time from the date of mail. The L1 rate obtained by this way, if acceptable to BHEL, Risk purchase order will be issued to L1 vendor.

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- b) The additional expenditure / difference in Cost, if any, including consequential cost shall be recovered from the defaulted vendor.
- c) The decision of BHEL with regard to arriving at the total cost of recovery from the vendor shall be final.
- d) It shall be noted that both Penalty clause and Risk Clause will be imposed on contractor if the contractor fails to provide the service.

V. GENERAL TERMS & CONDITIONS:

01. DEFINITION: - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

- a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The **Officer-In charge**" means, the Officer deputed by the Head of Dept./Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

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j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

02. HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

03. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

04. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

05. ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

06. SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

07. COMPLIANCE TO REGULATIONS AND BY-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof

08. SECURITY DEPOSIT:-

Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Contract Value Up to ₹.10 Lakhs	10% of the contract value
For Contract Valued above ₹.10.00 Lakh upto 50.00 Lakhs	1 lakh plus 7.5% on the balance of the Contract value.
For Contracts valued above ₹.50.00 Lakhs	₹.4 lakhs + Plus 5% on the balance of the contract value.

The Security Deposit shall be deposited before start of the Work. Failure to remit 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 bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

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The Security Deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL/Thirumayam.
- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
- vi. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
- vii. Fixed Deposit Receipt issued by Scheduled 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 and with minimum validity covering the contract period & maintenance period if any.
- viii. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement.

No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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- 09. REFUND OF SECURITY DEPOSIT:-** Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.
- 10. ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
- 11. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
 - The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
 - BHEL-PPPU, THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 12. LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
- 13. PRECAUTIONS AGAINST RISK: -** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

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15. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:-

○ Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

○ Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

○ Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

○ being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

○ being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

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OR

- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

OR

- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

18. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by HOD/Executing Dept., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

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- 19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.** :- Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.
- 20. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the HOD/Contracts Dept. or his authorized representative, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 21. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 22. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 23. FORCE MAJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.
- 24. ARBITRATION:** - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the HOD/Executing Dept. / Contracts Dept., or Accepting Officer of the contract expressed to be final and conclusive shall be after written notice by either parties to the contract be referred to the sole Arbitration of Head of Unit / PPPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPPU-BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

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25. SIGNING OF CONTRACT:-

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

26. STATUTORY REQUIREMENTS:

- o All statutory requirements under Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- o 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.
- o Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- o Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- o Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

27. REGISTERS & RECORDS:- The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

28. REMOTE TRANSACTIONS:- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

29. CHANGE IN CONSTITUTION OF FIRM: - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

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30. FRAUD PREVENTION POLICY:- 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.

31. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

- Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

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CONTRACTS DEPARTMENT

Contact No. 04333-279551

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:15:028

Tender Notice

Dt. 23.01.2016

MSE VENDORS:-

The MSE status is based on acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be **deemed as 2 years** from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate, certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small).

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format is provided below where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Certificate by Chartered Accountant on letter head

This is to certify that M/s. _____ (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dtd. _____, Category : ____ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):
₹ _____ Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):
₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place

Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

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CERTIFICATE OF COMPLIANCE

To

HOD / Contracts
Power Plant Piping Unit,
BHEL – Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Technical Bid
 - I. Pre-Qualification Criteria ,
 - II. Scope of Contract,
 - III. Work Specific Terms & Conditions,
 - IV. Commercial Terms & Conditions,
 - V. General Terms & Conditions.

2. Price Bid

Total No. of Pages - 38 + 1 (RTGS/NEFT Format)

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

Draft of..... Bank bearing No.....dated.....for an amount of ₹_____ /- (Rupees _____ only) Or one time EMD CR ref (of PPPU, Thirumayam Only)_____ is submitted in a separate cover towards EMD.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279551****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:15:028****Tender Notice****Dt. 23.01.2016****TECHNICAL BID****A1. PRE-QUALIFICATION CRITERIA DETAILS:****ANNEXURE - X**

S NO	PRE-QUALIFICATION CRITERIA	BIDDER'S RESPONSE
*01	EMD: (₹ 20,000 /-)	DD No. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only) (Or) One time EMD of ₹2 lakhs remitted at BHEL Thirumayam only. CR ref: _____ (in the form of DD only).
*02	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. _____ (PROOF ATTACHED)
*03	Service Tax Regn. No. (Proof to be Attached) #If not applicable, please furnish the details in the attached below format	Regn No : _____ (PROOF ATTACHED)
*04	Company Status (Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society)	Company status : _____ (PROOF ATTACHED)
*05	The Bidder should have experience of having successfully completed similar works during last 7 years ending 31.12.2015 should be either of the following Three similar completed works costing not less than the amount of Rs.1.94 lakhs (OR) Two similar completed works costing not less than the amount of Rs. 2.42 lakhs (OR) One similar work completed work costing not less than the amount of Rs.3.87 lakhs	(PROOF TO BE ATTACHED)
*06	The bidder should submit financial statements comprising audited Balance sheet, Profit and	(PROOF TO BE ATTACHED)

Place
DateSignature of the Bidder
(NAME & ADDRESS WITH SEAL)

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279551****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:15:028****Tender Notice****Dt. 23.01.2016**

	<i>loss accounts and notes to accounts if any or certified turnover from chartered accountant for last three financial years ending 31.03.2015 together with Income Tax return Acknowledgement or Assessment order for last 3 financial year ending 31.03.2015 along with bid.</i>		
* 07	On award of contract, the successful bidder shall comply with the requirements of PF and ESI / GI rules (as applicable) for their workmen deputed for this work.	Accepted	Not Accepted
08	Willingness to participate in Reverse Auction(RA)	Accepted	Not Accepted

***These items are essential for qualifying the vendor and those qualified offers only will be considered for evaluation.**

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

Contact No. 04333-279551

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:15:028

Tender Notice

Dt. 23.01.2016

For Vendors whose taxable services have not exceeded Rs. 9 Lakhs & Service Tax is not applicable to them.

(FORMAT IS TO BE TYPED ON COMPANY'S LETTER HEAD ONLY)

To,
HOD
Contracts / PPPU
BHEL, Thirumayam

Date – ___/___/2016

REF: Tender No. **PPPU:WC:15:028** Dt. **23.01.2016** for "Construction of Toilet/Urinal Block at Govt. Rani Girls Higher Secondary School, Pudukkottai under CSR Project (T.N)".

DECLARATION

I, _____, Proprietor/Managing Partner/Managing Director/CMD of
M/s _____ whose
registered _____ address
is _____

_____, hereby declare that the aggregate value of the taxable services provided during the financial year 2014-15 has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 01.04.2015 till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

* Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279551****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:15:028****Tender Notice****Dt. 23.01.2016****A2. GENERAL DETAILS:**

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

Declaration:

- (i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

Place
DateSignature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

Contact No. 04333-279551

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:15:028

Tender Notice

Dt. 23.01.2016

PRICE BID FOR

“Construction of Toilet/Urinal block at Govt. Rani Girls Higher Secondary School, Pudukottai District”

SCHEDULE-A

NAME OF WORK: Construction of Toilet/Urinal block at Govt. Rani Girls Higher Secondary School, Pudukottai District

Description of Work:

The scope of work includes Civil and Electrical work **Construction of Toilet/Urinal block at Govt. Rani Girls Higher Secondary School, Pudukottai District** as per the rates quoted in the Bill of Quantities of Price bid.

The brief description of items of works is given in the Bill of Quantities provided in the price bid.

The tenderer has to quote the rates both in figures and in words for all the items given in the Bill of Quantities provided in the price bid.

I/We _____

_____ have read the condition of tender attached hereto and agree to abide by such conditions. I/We offer to execute the works in **PPPU: WC:15:028** at the item rates quoted in the BOQ.

I/We further agree to sign an Agreement Bond to abide by the General Conditions of Contract and to carry out all works according to the specifications for materials and works of Bharat Heavy Electricals Limited, Thirumayam-622507. In case of acceptance of the tender by BHEL, I/We bind myself/ourselves to execute the contract documents within 7 days after notice that my/our tender has been accepted and this contract has been awarded to me/ us and thus failing which I/We shall have no objection to the forfeiture of the Earnest Money amount lodged with Bharat Heavy Electricals Limited, Thirumayam-622507.

I/We further agree to include all tools & plants and consumables required for the work in my/our scope and required power and water will also be in my/our scope. Based on this, we have quoted our item rates.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu
CONTRACTS DEPARTMENT
Contact No. 04333-279551 Email: ilango@bheltry.co.in

Tender No: PPPU: WC:15:028

Tender Notice

Dt. 23.01.2016

“Construction of Toilet/Urinal block at Govt. Rani Girls Higher Secondary School, Pudukottai District.”

The rates quoted should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.

Annexure - A

SL. NO	WORK	Unit of Measure	Quantity (A)	Rate per Unit (₹) (B)	Net Amount (₹) (AxB)
10.	"Earthwork excavation (TRENCHES) in soils given below by mechanical means (Hydraulic excavator)/manual means and depositing the excavated earth at suitable places within the initial lead of 50 meter and initial lift of 1.5 meter for foundation in building works, roads, narrow drains, sewers, bridges, pipe lines etc., sectioning the subgrade to proper level and grade, watering and consolidating the subgrade to receive concrete bed, all as per standard specifications and instructions of Engineer-in-charge. Rate also includes bailing or pumping out water during excavation due to subsoil water, rain etc. All kinds of soil except rock"	CUM	40	₹ _____/- Rupees _____ Only.	₹ _____/- Rupees _____ Only.
20.	Extra for Earthwork excavation (TRENCHES) in soils given below by mechanical means (Hydraulic excavator)/manual means and depositing the excavated earth at suitable places within the initial lead of 50 meter and initial lift of 1.5 meter for foundation in building works, roads, narrow drains, sewers, bridges, pipe lines etc., sectioning the subgrade to proper level and grade, watering and consolidating the subgrade to receive concrete bed, all as per standard specifications and instructions of Engineer-in-charge. In or under water and/ or liquid mud, including pumping out water as required. All kinds of soil except rock"	CUM	15	₹ _____/- Rupees _____ Only.	₹ _____/- Rupees _____ Only.
30.	Supply and filling with river sand in foundation, plinth,	CUM	09	₹ _____/-	₹ _____/-

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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CONTRACTS DEPARTMENT
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120.	Plastering with cement mortar as per standard specifications In Cement mortar 1:5, 12mm thick Cement Consumption - 4.46 K.G/SQM"	SQM	192	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
130.	Providing and laying Ceramic tiles of required size and minimum thickness of 6 mm in flooring, treads of steps and landings laid over a bed of cement slurry @ 3.30 Kg/SQM and a backing layer of 10 mm thick cement mortar 1:3, finished with flush pointing in white cement etc.complete, all as per standard specifications. For First Quality Design Ceramic tile of Size 305mm X 305mm X 6mm of all Colours Cement consumption - 9.42 K.G/SQM"	SQM	52	_____/ - Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
140.	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades as approved by Engineer-in- Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm, including pointing in white cement mixed with pigment of matching shade complete Cement consumption - 12.42 K.G/SQM"	SQM	21	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
150.	White washing on surfaces using Janathacem or equivalent material to give an even shade including cleaning, brushing of walls and preparing surfaces in accordance with standard specifications. Rate includes cost of all materials, labour, curing etc., complete. Three coats"	SQM	125	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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specifications and instructions of Engineer-in-charge .Rate includes cost of all materials like colour coated Aluminium zinc alloy coated high tensile steel rib profile sheets with accessories such as ridge pieces, barge boards, curves, etc., wherever required self tapping / self drilling screws with EPDM washers at every ribs etc., and labour charges for fixing, hire charges for tools and plants like drilling machines, providing lifeline and other provisions for safety, and all other incidental charges etc., complete. The payment will be made for the actual laid area only.

Note: (1)The Aluminium zinc alloy coated high tensile steel sheets and specials shall be 0.47 to 0.50mm thick (TCT) (Aluminium around 55%, Zinc around 43%) alloy coated high tensile steel (Yield strength 550 MPA) colour coated rib profile sheets as per ASTM A792M, coating standard as per AS 1397-1933 Conforming to AZM 150 (Min Coating mass of 150 gsm) having cover width of 1000 plus or minus 10mm and over all width of 1060mm of any length to suit site conditions
(2) About 90% area of the Aluminium zinc alloy coated high tensile steel sheets shall be colour coated with Light Blue RAL 5012 and 10% of the covered area is of with off white. All ridge pieces and barge boards are of white.

(3) The Aluminium zinc alloy coated high tensile steel sheets shall be Pre- Primed with a Primer of 5µm and finished with a final paint coat of 17-20 µm on top surface. A single backing coat of 7-10µm should be applied on reverse side”.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279551****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:15:028****Tender Notice****Dt. 23.01.2016****RTGS/NEFT FORM**To
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
03	BENEFICIERY'S NAME	
04	ACCOUNT TYPE (SB/CA/CC/OD)	
05	BANK ACCOUNT NUMBER	
06	NAME & ADDRESS OF THE BANK	
07	BRANCH CODE	
08	BRANCH IFSC CODE	
09	BRANCH MICR CODE	
10	NAME OF AUTHORISED SIGNATORY	
11	EMAIL ID	
12	PAN NO.	
13	TELEPHONE/MOBILE NO.	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.
Original cheque leaf/cancelled cheque leaf of the above account is sent herewith.

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's)

Signature Under Bank stamp and Name Seal
with Membership No.....
(Telephone / Mobile No)**Forwarded to Accounts Dept.**

We confirm the above details are verified with the records available with us.

Signature of Contracts

Finance/Bank

Place
DateSignature of the Bidder
(NAME & ADDRESS WITH SEAL)