



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

उद्योग क्षेत्र, नई दिल्ली / Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

ID/HRM/Cabin Tender/01

Date : 8th November 2013

To,

Subject: Making wooden cabin & modification of existing wooden cabins in Lodhi office building.

Dear Sirs,

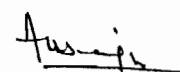
We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:-

1.0 TERMS & CONDITIONS OF TENDER:

- 1.1 Tender Enquiry No. & due date must be legibly superscribed on all the envelopes.
- 1.2 Tenders shall be received upto latest by 23.11.2013 up to 14:30 hours and the same will be opened on the due date i.e. 23.11.2013 up to 15:00 hours and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
- 1.3 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
- 1.4 Offers shall remain valid for 60 days period from the due date of submission of tenders.
- 1.5 Tenderers must have valid registration no. of PAN No. , VAT / TIN No. , Service Tax No. which they have to submit during submission of bid. Proof of valid PF & ESI registration No. will have to produce by the bidders at the time of submission of bill.

Ausign

- 1.6 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 1.7 Tenders received after due date & time are liable to be rejected.
- 1.8 BHEL reserves the right to increase or decrease the quantity + 15% of contract value at the same rates and terms and conditions of this contract.
- 1.9 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid.
- 1.10 Tenderer has to deposit EMD of Rs. 10,000/- (Ten Thousand only) for the above job and the same will be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.
- 1.11 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.
- 1.12 Security Deposit: Upon acceptance of tender, the successful tenderer must submit the security deposit @10.0% of total value of work.
 - i) Cash (as permissible in the income tax act)
 - ii) Pay Order, Demand Draft in favour of BHEL
 - iii) Local cheques of scheduled bank, subject to realization
 - iv) Securities available from Post Offices such as National Saving 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.
 - vi) 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.



- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.

- ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected herewith).

- x) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

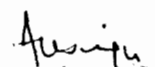
1.13 EMD of successful tenderer will be converted into security deposit and balance amount of security deposit will have to be deposited as per clause No. 1.11. EMD given by all successful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. EMD shall not carry any interest.

1.14 Prices quoted by the tenderers will be firm and no escalation on account of labour or material or taxes or any reason whatsoever will be paid to the successful tenderer for execution of the above job.

1.15 Prices quoted by the tenderers should be inclusive of all taxes (Works Tax, Service Tax etc.). The invoice raised by the contractor shall be Tax invoice. Deduction on account of TDS, WTDS & Service Tax shall be made according to applicable rules.

1.16 Evaluation of bid will be done on overall L-1 quote basis for the complete work and entire job will be awarded to the overall L-1 tenderer.

1.17 Completion Time & LD: Entire work has to be completed within 45 days from the date of award of work/LOI failing which liquidated damages will be imposed @ 1/2 % of the Contract Value per week of delay, subject to a maximum of 10% of the Contract Value.



- 1.18 Payment terms: Running bills will be paid at the intervening time at mutually agreed completion stages in all respect and found satisfactory by Engineer-in-charge. Rest payment will be made through Final Bill at the end of work.
- 1.19 The successful tenderer will carry out the work as per specifications. In case of any doubt regarding the specification and its quality of work, Engineer in Charge clarification and decision will be final and binding on him.
- 1.20 The successful tenderer has to carry out the work day and night without creating any nuisance to the neighborhood. No time extension will be allowed whatsoever be the reason. After handing over the site the contractor will be responsible for the belonging materials brought by him for execution of job.
- 1.21 Tenderers are requested to go through the scope of work, visit the site location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge decision will be full and final in the event of any doubt.
- 1.22 The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 1.23 In case of any objection from any statutory / local authority, the successful tenderer has to liaison with them for smooth progress of work.
- 1.24 The successful tenderer will be responsible for the quality of the work and it is to be guaranteed for a period of one year from the date of completion of job.
- 1.25 Period of maintenance shall mean the period of one year which will be calculated from the date of completion of the works certified by the Engineer in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 1.26 The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenderers shall certify in the Techno- commercial bid that rates for all the items have been quoted.
- 1.27 Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.

- 1.28 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.29 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

2.0 DOCUMENTS REQUIRED:

- 2.1 The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:
- a) Tenderer has to submit a copy of registration certificate of PAN No. , VAT/TIN No. If the contractor has the valid PF & ESI registration No. the proof of those may be submitted.
 - b) Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning “Quoted” in the column where quote is to be offered by the bidder.
 - c) A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
 - d) Tenderer has to submit the No Deviation Certificate duly signed in the format mentioned in Annexure – I.
 - e) Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in Annexure-II.

3.0 PROCEDURE FOR SUBMISSION OF TENDERS:

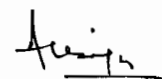
- 3.1 The tender is to be submitted as required in two parts in separate sealed covers prominently superscribed as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid” and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 “Techno-commercial Bid” shall contain documents required in Para 3.0 above and Part-2 “Price Bid” shall contain price bid duly quoted in the BOQ format. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be super scribed

with tender specification number / numbers and due date. Tenders submitted without EMD are liable to be rejected.

- 3.2 Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per clause No. 1.9, the Part - 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part – 2). The unsuccessful tenderers will be intimated through email for rejection in the technical bid. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- 3.3 Tenders should strictly be in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- 3.4 The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 3.5 Tenders with deviations from terms and conditions are likely to be rejected.
- 3.6 Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from New Delhi office at the address given up to one week before the tender due date.

4.0 ARBITRATION

- 4.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- 4.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-



In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

4.3 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

4.4 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

4.5 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

4.5.1 If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding/composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver,

Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

5.0 SCOPE OF WORK:

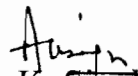
Sno.	Description of work	Unit	Quantity	Rate(Rs.)	Amount(Rs.)
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5.1 As per Bill of Quantity enclosed at Annexure-III.

The tender(s) should reach the under mentioned on or before the due date mentioned above. BIHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled date and time. Tenderers may provide their e-mail ID for faster communication in respect of the above.

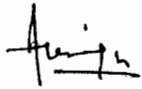
A. K. Singh
 Manager (HR)
 IOC, Lodhi Road, New Delhi – 110003.
 Phone No.: 011 - 41793284, Mobile No.: 9810780020
 Fax: 011 - 24367749,
 E-mail: anil.singh@bhel.in

For & on behalf of
 Bharat Heavy Electricals Ltd.


 (A. K. Singh)
 Manager (HR)

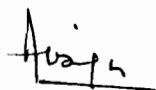
NO DEVIATION CERTIFICATE

“No deviation from tender conditions of tender enquiry and scope of services mentioned in BOQ”.

A handwritten signature in black ink, appearing to be 'Anish', written over a horizontal line.

Signature and Seal of the Bidder

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Contact No. of Contact Person	
5	FAX No.	
6	E-mail ID of the Bidder	




Signature and Seal of the Bidder

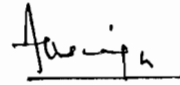
Name of Work : Making wooden cabin & modification of existing wooden cabins in Lodhi office building.

BILL OF QUANTITY

Sno.	Description of item	Unit	Quantity	Rate (in Figures)	Rate (in Words)
1	Providing and fixing full height partition consisting hard wooden section of size 50X50 mm of Chap wood with 12 mm commercial ply on top both sides, finished with 1 mm thick laminate having 1300 mm wooden partition from floor and 1050 mm height fixed panel of Float Glass 6 mm thick of reputed make(Modiguard or equivalent) with round beading of 40 mm of stem beach wood all around.	Sqm	50.00		
2	Providing and fixing 35 mm thick flush door (ISI make) shutter with stem beach wood frame with three nos. 100 mm brass butt hinges and cylindrical lock and both side brass handles complete as per direction of Engineer -in-charge.	Sqm	2.00		
3	Dismantling full height partition consisting hard wooden section of size 50X50 mm of Chap wood with 12 mm commercial ply on top both sides, finished with 1 mm thick laminate having 1300 mm wooden partition from floor and 1050 mm height fixed panel of Float Glass 6 mm thick with round beading of 40 mm of stem beach wood all around and installation the same at different location along with the providing & fixing of one sided 12 mm Ply and lamination in	Sqm	75.00		


 अनिल कुमार सिंह / A. K. SINGH
 My HR
 Manager (HR-GAX)
 Bharat Heavy Electricals Limited
 Industry Sector, Integrated Office Complex
 Lodhi Road, New Delhi-110003

Sno.	Description of item	Unit	Quantity	Rate (in Figures)	Rate (in Words)
4	Dismantling 35 mm thick flush door (ISI make) shutter with stem beach wood frame with three nos. 100 mm brass butt hinges and cylindrical lock and both side brass handles complete and installation the same at different location as per direction of Engineer -in-charge.	Sqm	10.00		
	Total				
Please quote your rate for above items in figures as well as in words.					



अनिल कुमार सिंह / A. K. SINGH
 कर्मक (मो स-जी ए एस), Manager (HR-GAX)
 Bharat Heavy Electricals Limited
 Industry Sector, Integrated Office Complex
 Lodhi Road, New Delhi-110003