

# Bharat Heavy Electricals Limited

## Industrial Valves Plant

Goindwal, Distt. Tarn -Taran, Punjab

Department of Civil Engineering

### NOTICE INVITING TENDER

TENDER NOTICE NO.	02/11-12
Name of work	WORKS OF PAINTING AND FINISHING IN RESEDENTIAL BUILDINGS OF BHEL TOWNSHIP AT GOINDWAL, PUNJAB
Site of work	GOINDWAL , DISTT. TARN -TARAN , PUNJAB
Estimated Cost of work	Rs. <b>9,22,979/-</b>
PREQUALIFICATION CRITERIA	(1) During last seven financial years (from 01/04/2005 to up to 31/1/2012 should have successfully completed works either Three similar works each of value not less than Rs.3.75 Lakhs (or) Two similar works each of value not less than Rs.4.75 Lakhs (or) One similar work of value not less than Rs. 7.5 Lakhs. (2) HAVING A VALID PAN, Sales Tax/ TIN No., (3) Service Tax Registration No. or proof of having applied for same.(4) Average annual turnover in the last 3 financial years (2008-09,2009-10,2010-11) shall be minimum Rs. 4.75 Lakhs duly supported by Certified copy of Balance sheet, P& L accounts and IT returns. detail is in cl 11 of tender notice.
Completion Time	FOUR MONTHS FROM THE DATE OF PLACEMENT OF LOI.
Maintenance Period	6 (Six Months from the date of actual completion of the entire work and handing over to Bharat Heavy Electricals Limited)
LD penalty Clauses	Yes , 1 % per week of Contract Value subject to maximum 10%.
Earnest Money Deposit	Rs. 20,000/ -( To be deposited in the form of demand Draft only Drawn in Fabor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL)
Cost of Tender Document	Rs. 500/- To be deposited in the form of DD if downloaded from web site .This amount will not be refunded under any circumstances
Issue of Tender documents	from 04-02-2012 to 25-02-2012
Last Date for Receipt of Tender bids	13:00 Hrs. on 27-02-2012
Date of Tender Opening (Technocommercial bid)	14.30 Hrs. on 27-02-2012

**SIGNATURE OF TENDERER (CONTRACTOR)**

**Bharat Heavy Electricals Limited**  
**Industrial Valves Plant**  
**Goindwal, Distt. Tarn -Taran, Punjab**  
**Department of Civil Engineering**

**BHE:IVP:CIVIL:RM:2011/12-04**

**TO,**

**The Tenderer**

**Dear Sirs,**

**Sub: PART 2// PRICE BID**

**Ref: 1. Tender Notice No. 02/11-12**

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Please find enclosed / attached non-transferable tender document containing (I) Technical Bid (ii) Price bid.

Technical bid Documents contains 69 pages and covers (a) Tender Notice along with Pre Qualification norms. (b) Special conditions of the contract (c) General conditions of the contract along with (d) Technocommercial bid performa

Price Bid documents contains 19 pages and consists of Bill of Quantities to offer your most competitive rates for all the items of Bill of Quantities attached in the Price Bid.technical drawings and sketches related to subject work.

There will be two part Bidding .( 1) Technical cum commercial (2) price Bid.

Technical bid will be opened on the Last day of receipt of bid at 14:30 Hrs. Scrutiny of Technocommercial bid submitted by bidder shall be done to Check qualification of bidder as per tender notice Cl no. 11 and acceptance of conditions of Contract by bidder . Technical bid of prequalified bidder shall be evaluated as per norms prescribed in Annexure 1 of tender Notice. , In case the agency does not score minimum 60 out of 100 during the evaluation of technical bid with documentary proof, the bid is liable to be rejected and their price bid will not be opened.You are requested to Fill informations required in space provided in techno commercial Bid Page 60 to 69 and quotate your competitive rates in Schedule A of price Bid page 14-16 only.In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who are qualified and their Technocommercial Bid is accepted. You / your authorized representative may participate in the tender opening.

**SIGNATURE OF TENDERER (CONTRACTOR)**

It is requested to submit your bid documents in three separate sealed cover / envelopes as described below

**1)EMD Envelope:** EMD envelope shall contain requisite EMD of Value Rs. 20,000/- in the form of DD only. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No.....and date.....or Draft No.... and Date....., on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the Technocommercial bid & price bid shall not be considered.

In case of tender documents are downloaded from website, tender shall accompany the tender cost of Rs.500/- in the form of Demand Draft (separate) in addition to the EMD amount .All Demand Draft shall be drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED , GOINDWAL payable at GOINDWAL. In the case of non submission of Cost of tender document and EMD , Technical bid will not be opened.

**2) TECHNOCOMMERCIAL BID ENVELOPE :** This envelope shall contain duly filled in Technical bid documents signed along with Stamp by the tenderer in all the pages with documentary evidences for pre- qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre- qualification shall not be considered for further evaluation.

**3) The Price Bid Envelope :** This shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items in the SCHEDULE "A" Bill of Quantities of Price Bid .

All Above three envelope shall be placed in One big envelope and shall be submitted in the tender Box placed in the office of the undersigned on or before **27-02-2012 at 13:00 hrs.** Reference of Tender Notice No. , Name of Work and Address of the bidder shall be clearly written on top of the each envelope.

Details of instructions and other terms and conditioned are described in next paras "TENDER NOTICE" and "Instruction to tenderes" which are enclosed herewith.

Clarification if any, can be obtained contacting following phone No.  
01859-224653,224621,224601 Fax No. :01859- 222061

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

**Yours faithfully**

For and on behalf of  
BHARAT HEAVY ELECTRICALS LIMITED,  
DGM / CIVIL ,HR & Quality  
IVP -GOINDWAL-143422

Issued to .....  
M/s / Shri/ Smt/  
.....  
.....  
Date

Issuing Officer  
Name:.....  
Designation:.....  
Date

**SIGNATURE OF TENDERER (CONTRACTOR)**

**CONTENTS OF PRICE BID DOCUMENTS**

<b>S/ No.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
A	Tender Notice	5 TO 11
B	Instructions to Tenderers	12 TO 13
C	Schedule A// Bill of quantities	14 TO 16
D	Schedule B// Free issue material list	17
D	Schedule C// issue of tools & plants to contractor	18
E	Schedule D// LIST of Approved Make of Paints etc	19

SIGNATURE OF TENDERER

ACCEPTING OFFICER (BHEL)

## A. TENDER NOTICE

- 1 SEALED TENDERS for the above noted work are hereby invited from contractors prequalified for works with respect to their experience in work of similar nature and magnitude and their financial capacity. Tenders are to be dropped in tender Box which is kept in the office of DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal Up to **13:00 Hrs. on 27-02-2012** . These tenders will be opened on the same day at **14.30 Hrs.** at the Office of the DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab in the presence of such of those tenderers or their agents who may choose to attend.
- 2 TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day from 9.00 A.M. to 5.00 P.M. up to **25-02-2012** on payment of the prescribed sum of Rs. **500 / -** per set as Cost of Tender Document in the form of either Cash or Demand Draft . This may also be downloaded from BHEL website. In such case a DD of Value Rs. 500/- in the favor of BHARAT HEAVY ELECTRICALS LIMITED payable at Goindwal must be submitted along with EMD . This Amount is not refundable.
- 3 TENDERS must be submitted in sealed covers as described on Page no. 2-3 and should be addressed to the DGM/ HR & CIVIL , BHEL IVP -Goindwal with full name and address of the tenderer and the name of work being noted on the cover
- 4 THE TENDERERS also CALLED AS CONTRACTORS here should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
- 5 In the event of tender being submitted by a 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.
- 6 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 Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
- 7 The scope of work includes Supplying of paints , Putty in required quantities and Labour charges of Painting and finishing on interior and exterior walls of residential buildings of BHEL-Township at Goindwal .The estimated value of Work is **Rs. 9,22,979/-** excluding the cost of free issue materials which will be supplied by BHEL at their store free of cost as per Schedule "B" of Price Bid..
- 8 The Scope of works include Removal of existing cement paints from exterior surface, Lime wash, Distemping, Emulsion Painting, Enamel painting on wood and steel surface, Exterior paints in the residential buildings of BHEL township at Goindwal as directed by ENGINEER in charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume II edition 2009 chapter 13 and 14. These specifications are available on CPWD web site and they may also be had from the Engineer in Charge.
- 9 Material to be used in the work shall be as per specifications mentioned in BOQ and CPWD manual described above. These materials shall be of standard ,reputed and approved make. List of approved make of these materials is attached in Schedule D of price bid. Finishing work is to be completed in all respects. An incomplete work on any wall or any portion of building shall not be measured for payment.

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- 10 Approved Paints, oil or varnishes brought to the site of work by the contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.
- 11 **The following eligibility criteria shall be complied by a prequalified contractor/ tenderer**
- (a) **During last seven financial years (from 01/04/2005 to up to 31/1/2012 should have successfully completed works either**
- Three similar works each of value not less than Rs. 3.75 Lakhs (or)**
- Two similar works each of value not less than Rs. 4.75 Lakhs (or)**
- One similar work of value not less than Rs. 7.50 Lakhs.**
- (b.1) **HAVING A VALID PAN number**
- (b.2) **HAVING A VALID Sales Tax/ TIN No.**
- (b.3) **HAVING A VALID Service Tax registration No. or Proof of having applied for same with acknowledgement.**
- (c) **Average annual turnover in the last 3 financial years (2008-09,2009-10,2010-11) shall be minimum Rs. 4.75 Lakhs duly supported by Certified copy of Balance sheet, P& L accounts and IT returns.**
- 12 **The norms for evaluation of Technocommercial Bid with prescribed score/ weightage is described in Annexure 1 of tender notice. Evaluation of only Prequalified Bidders will be done. Technocommercial Bid of a tenderer will be accepted for this work if his score against above norms is 60 or more. Price Bid of only Those bidders will be opened whose Technocommercial/Technical Bid is accepted.**
- 13 **The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted)**
- 14 **Similar works means All Civil works of building Construction or maintenance including painting and finishing etc Irrelevant works like House keeping, Sewage cleaning, sweeping, Boring etc shall not be considered in similar works category.**
- 15 **Documentary evidences (Xerox copies - attested) for turnover, works experience, PAN, TIN, all as indicated & required in the tender document should be furnished without which it will not be taken into account.**
- 16 **The work shall be carried out in occupied buildings as per the direction of Engineer in charge, Civil Engineering Department Work & Safety procedure, specifications and standard code of practice etc. Tenderer has to quote % excess or % below or on equal to estimate both in figures and in words applicable on all the items given in the Schedule "A " Bill of Quantities provided in the Price Bid.**

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- 17 The tenderer should quote appropriate % for specific rates of each item in the schedule A of price bid and the Gross amount so derived should be in rupees and paise. The Price schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
- 18 UNIT rate (estimated) is mentioned in figures as well as in words with reference to each item shown in the attached schedule A of price bid. These rates are for the finished work in site.
- 19 In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 20 The item rates offered shall be complete for the entire cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. However if the service tax is applicable for this contract, the same will be reimbursed on production of valid document / proof for having paid service tax by the tenderer.
- 21 Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. However if the service tax is applicable for this contract, It shall be mentioned specifically by Tenderer in Price bid and Technical Bid. If tenderer does not have service tax Registration no. than he shall submit the documentry proof for having applied for same with acknowledgement and Registration no. is to be submitted before release of payment.
- 22 This service Tax will be reimbursed to Contractor on submission to BHEL a documentary evidence of deposition of this service Tax to the concerned authority. Please note that BHEL will not be responsible for any contravention of service Tax rules by Tenderer/Contractor or delay in deposition of service tax or calculation of service tax by Them and will not bear responsibility for any penalty or interest applied by concerned authority for such contravention or delayed deposition or non deposition or wrong deposition of service tax by Contractor/Tenderer. Cost of free issue material consumed in the work will be given to Contractor on his request.
- 23 QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent )
- 24 Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of tender.
- 25 work shall be awarded to L1 tenderer on L1 quoted rates. Price quoted by tenderer shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

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- 26 In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
- 27 Time is the essence of the contract. Being a time bound work in nature, the contractor should make all efforts to complete the work in the stipulated period of Four (04) MONTHS from the date of placement of LOI.
- 28 LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of 1 % of Contract Value as mentioned in LOI for every week will be imposed Subject to 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
- 29 Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
- 30 Every tender must be accompanied with EMD for the amount as specified in Page No. I in any of the form mentioned in Para 09 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract
- 31 Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above
- 32 If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- 33 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 34 EMD shall not carry any interest.
- 35 Security Deposit
- 35.1 Security Deposit shall be collected from the successful tenderer . The rate of Security Deposit will be as below:
- 35.2 Up to Rs. 10 lakhs :10%
- 35.3 Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
- 35.4 Above Rs. 50 lakhs :Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- 35.5 The security Deposit should be collected before start of the work by the contractor.
- 35.6 Security Deposit may be furnished in any one of the following forms
- 35.7 Cash (as permissible under the Income Tax Act)
- 35.8 Pay Order, Demand Draft in favour of BHEL.
- 35.9 Local cheques of scheduled banks, subject to realization.
- 35.10 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

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(Certificates should be held in the name of contractor furnishing the security and duly pledged in the favour of BHEL and discharged on the back).

- 35.11 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 35.12 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.
- 35.13 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.
- 36 EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 37 The security deposit shall not carry any interest.
- 38 Acceptance of Security Deposit against Sl. No. 35.10 and 35.12 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 therewith.
- 39 Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 35 above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.
- 40 The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part there of without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
- 41 Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- 42 Tenders not submitted on the prescribed form are liable to be rejected
- 43 The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
- 44 This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- 45 The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for „Health & Safety of Contract Labourer“ in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
- 46 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 47 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.

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- 48 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
- 49.1 The offers of the Bidders who are on the banned list as also the offers of the bidders who engage the service of banned firms shall be rejected, The list of banned firms is available on BHEL website www.bhel.com
- 49.2 Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
- 50 In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Goindwal -143422. shall be final and binding on the tenderer / contractor.
- 51 **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, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events 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 or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- 52 **REVERSE AUCTION**
- BHEL reserves the right to go for a Reverse Auction (RA)** instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.
- GENERAL TERMS AND CONDITIONS OF RA**
- 53 Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.
- 54 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 55 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.

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- 56 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 57 Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 58 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 59 BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 60 Reverse auction will be conducted on scheduled date & time.
- 61 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 62 The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 63 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 64 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.
- 65 BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

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**B. INSTRUCTIONS TO TENDERERS**

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- 1 The tender is open to all Contractors. The Contractors who are not enlisted with BHEI approved list of Contractor can be get registered /enlisted with BHEI Goindwal simultaneously with participation for this tender bid. They Should submit completely filled form of contractors registration available on BHEL website www.bhel.com along with necessary credential documents in support of information filled by contractor in this form.
- 2 The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt or delay in the receipt of the tender documents by the tenderer.
- 3 Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc,.
- 4 The works contract to be entered in to with the contractor will be governed by the Special Condition of Contract and BHEL General Conditions of contract in force.
- 5 Should a tender 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 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 by discovered and shall make no subsequent claim on account thereof.
- 6 Tenders submitted by post should be sent “Registered Post with Acknowledgement due”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
- 7 The contractor’s responsibility under this shall commence form the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
- 8 Generally, the maintenance period for any work under BHEL Organization will be Six(6) months .
- 9 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD Shall be furnished only in the form of Pay Order or Demand Draft in favour of BHARAT HEAVY ELECTRICALS LIMITED, Payable at Goindwal. EMD in any other form will not be accepted.

**SIGNATURE OF TENDERER**

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- 10 Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of a firm or Company of contractors any of its share holders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, maybe disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.
- 11 If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
- 12 The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
- 13 If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
- 14 Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
- 15 The expenses for competing and stamping the agreement shall be paid by the contractor.
- 16 The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Central Public works Departments Standard Specifications or in other specifications approved by the Bharat Heavy Electricals Limited, Shall apply.
- 17 Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderes for a period of three months from the date of opening of tenders.
- 18 Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection

**SIGNATURE OF TENDERER**

**ACCEPTING OFFICER (BHEL)**

S/N	DESCRIPTION OF ITEM/WORK	UNIT	QNTY	Rate (Rs.)	Rate In words	AMOUNT (Rs)
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scatches etc.complete as directed by Engineer in charge . This includes all cost of labour and T&P required and complete at site.	sqm	4721.23	7.50	Rupees seven point five	35,409.23
2	Providing and applying white cement based putty of average thickness 1mm of approved brand and manufacurer over plastered surface to prepare the surface even and smooth complete	sqm	631.74	76.05	Rupees seventy six point zero five	48,043.83
3	White washing with lime to give an even shade (Old work Two or more coats) including cost of all labor and material required complete finished work as directed by Engineer in charge	sqm	1851.01	7.05	Rupees seven point zero five	13,049.62
4	Distemping with 1st quality acrylic washable distemper (ready mixed) of approved manufacturer and of required shade and colour complete in Two or more coat to give an even shade after sand papering of loose piece on walls and filling of all cracks and holes by wall putty as per manufacturer's specification. Including cost of all labor and material required complete finished work as directed by Engineer in charge.	sqm	4806.94	37.35	Rupees thirty seven point three five	1,79,539.21
5	Wall Painting with acrylic Emulsion Paint of approved brand and manufacture to give an even shade in Two or More Coats complete after sand papering of loose piece on walls and filling of all cracks and holes by wall putty as per manufacturer's specification. Including cost of all labor and material required complete finished work as directed by Engineer in charge	sqm	1768.07	60.25	Rupees sixty point two five	1,06,526.22

SIGNATURE OF TENDERER

ACCEPTING OFFICER (BHEL)

S/N	DESCRIPTION OF ITEM/WORK	UNIT	QNTY	Rate (Rs.)	Rate In words	AMOUNT (Rs)
6	Applying one coat of water Thinnable (cement or distemper ) of approved brand and manufacture on wall surface as directed by Engineer in charge after sand papering of loose piece on walls and levelling of unlevelled surface by wall putty as per manufacturer's specification. Including cost of all labor and material required complete finished work as directed by Engineer in charge :	sqm	2399.81	27.55	Rupees twenty seven point five five	66,114.77
7	Finishing walls with premium acrylic smooth exterior paint with silicone additives of required shade- Two or more coats applied @ 1.43 Ltrs/10 Sq-m over and including priming coat of exterior primer applied @ 2.2 Kg /10 Sq-m after sand papering of loose piece on walls and filling of all cracks and holes by wall putty as per manufacturer's specification. Including cost of all labor and material required complete finished work as directed by Engineer in charge.	sqm	5187.24	80.45	Rupees eighty point four five	4,17,313.46
8	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats including filling of cracks and holes by appropriate filler material confirming to IS 345 complete finished work include cost of all labour and T&P .	sqm	1618.82	35.20	Rupees thirty five point two	56,982.46

(9) Total ESTIMATED AMOUNT IS Rs. 9,22,979.00 Rupees Nine Lakh Twenty Two Thousand Nine Hundred Seventy Nine Only.

**QUOTATION BY BIDDER (to be filled by ink)**

A EQUAL TO ESTIMATE SHOWN ABOVE in S/n (9),Rs. .... (IN FIGURES)

..... (IN WORDS)

(or)

B BELOW ESTIMATE SHOWN ABOVE in S/n (9)

.....% BELOW (in Fig.)

..... BELOW (IN WORDS)

**SIGNATURE OF TENDERER**

**ACCEPTING OFFICER (BHEL)**

(or)

C ABOVE ESTIMATE SHOWN ABOVE in S/n (9)

.....% ABOVE (in fig.)

..... ABOVE (IN WORDS)

D QUOTED AMOUNT FOR FINISHED WORKS IN FIGURES AFTER APPLYING SUITABLE %

Rs. ....

E QUOTED AMOUNT FOR FINISHED WORKS IN WORDS AFTER APPLYING SUITABLE %

Rupees .....

.....

F SERVICE TAX ON QUOTED AMOUNT IN FIGURES

Rs. ....

G SERVICE TAX ON QUOTED AMOUNT IN WORDS

Rupees .....

.....

H GROSS AMOUNT FOR FINISHED WORKS IN FIGURES INCLUDING SERVICE TAX( D+F)

Rs. ....

I GROSS AMOUNT FOR FINISHED WORKS IN WORDS INCLUDING SERVICE TAX (D+F)

Rupees .....

.....

**Note:**

- 1 Tenderer shall quote their rates in terms of % and shall write in any one of S/n A , B, C only . If tenderer Fill or write in any two or more than two of these S/n than Bid shall be rejected.
- 2 overwrite or cutting etc is not acceptable. Tenderer are required to sign on every cutting and overwrite if these are unavoidable by tenderer. In the absence of this bid shall be rejected.
- 3 If there is any discrepancy between % of estimate written by tenderer and amount written by tenderer in S/n A to C and in S/n D . Than lesser of two only shall be considered for further evaluation of price bid.
- 4 If there is any discrepancy between amount or % whatsoever written in Figures or in Words by tenderer than Lesser of Two only shall be considered for further evaluation of Price Bid.
- 5 L1 shall be decided on the basis of Cost to company for all items (1 to 8) including Service tax if any applied by tenderer on quoted amount.

### SCHEDULE 'B'

The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard.

**Sl.No. DESCRIPTION**

**PLACE OF ISSUE**

.....nil.....

- 1 It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement.
- 2 Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.
- 3 The materials will be issued only during the working hours of the BHEL Stores Department ( 9.00 a.m. to 5:30 p.m. ). Contractor shall have to transport them as soon as they are issued to him to the site of work at his own cost.
- 4 The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.
- 5 The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.
- 6 All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. permissible limit as fixed by BHEL shall be charged for at punitive rates.
- 7 The decision of the Engineer / Dy. General Manager / Manager as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.

**SIGNATURE OF TENDERER**

**ACCEPTING OFFICER (BHEL)**

**SCHEDULE 'C'**

**ISSUE OF TOOLS AND PLANTS TO CONTRACTORS**

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	Remarks
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.....Nil.....

a. Machineries shall not be operated over time without the written permission of the Engineer / Dy. General Manager.

b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

**SIGNATURE OF TENDERER**

**ACCEPTING OFFICER (BHEL)**

**SCHEDULE 'D'****LIST OF APPROVED BRANDS/ MANUFACTURERS**

1	DESCRIPTION	BRAND	MANUFACTURER
(I)	Synthetic Enamel Paint	i) Apcolite Synthetic.	i) Asian
		ii) Luxol Synthetic.	ii) Berger
(II)	Acrylic Washable Distemper	i) Tractor.	i) Asian
		ii) Bison	ii) Berger
(III)	Plastic Emulsion Paint	i) Royale Luxury	i) Asian
		ii) Luxol Silk	ii) Berger
(IV)	Exterior Paints	i) Apex	i) Asian
		ii) Weather Coat	ii) Berger
(V)	Cement Putty	----	i) J.K. White
		----	ii) Birla White
(VI)	Cement Paints	i) Snowvem	i) Snowvem
		ii) Agsarcem	ii) Agsarcem

- 2 Goodlass Nerolac
- 3 Jenson & Nicholson (I) Ltd
- 4 CDC carboline (I) Ltd.
- 5 Shalimar Paints Ltd.
- 6 Addison Paints Ltd.
- 7 Grand Polycoat
- 8 Bombay Paints
- 9 jotun paints
- 10 ICI

SIGNATURE OF TENDERER

ACCEPTING OFFICER (BHEL)