



## भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सेंट्रलाइज्ड स्टेपिंग इकाई एवं फेब्रिकेशन प्लांट

औद्योगिक क्षेत्र जगदीशपुर, जिला- अमेठी (उ०प्र०)-227817

दूरभाष: 05361-224128, फैक्स: 05361-224166

### NOTICE INVITING TENDER

#### **TENDER FOR TILING, STONE & MISCELLEOUS WORKS IN STAFF CANTEEN AT BHEL JAGDISHPUR**

**Tender Enquiry No: BHE/FP/CVL/16-17/06**

**This Tender Document consists of following sections:-**

- **SECTION – I : NIT**
- **SECTION – II : Special Terms & Conditions**
- **SECTION – III : Price Schedule**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
CSU & FP Industrial Area, Jagdishpur (UP) 227817**



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**Tender Enquiry No: BHE/FP/CVL/16-17/06**

THIS TENDER SPECIFICATION ISSUED TO:

M/S

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### SECTION-I: NOTICE INVITING TENDER

Sealed tenders are invited in two-bid system from experienced contractors for the following works:

Scope of work	Issue of Tender	Last Date of Submission	Tender opening date & time
<b>Tender for Tiling, Stone &amp; Miscellaneous Works in Staff Canteen at BHEL Jagdishpur</b>  <b>TE No: BHE/FP/CVL/16-17/06</b>	<b>From</b> <b><u>25/06/2016 to</u></b> <b><u>15/07/2016</u></b>	<b>Upto <u>14:00 hrs on</u></b> <b><u>15/07/2016</u> by hand or</b> <b>through post/courier in</b> <b>tender box at BHEL,</b> <b>CSU&amp;FP Jagdishpur</b>	<b>Techno-</b> <b>commercial Bid</b> <b>on <u>15/07/2016</u> at</b> <b><u>15:00</u> hrs at</b> <b>BHEL, CSU &amp;</b> <b>FP Jagdishpur</b>

➤ EMD: Rs. 20000/- (Rupees Twenty Thousand Only)

➤ Cost of tender document: Rs 2000/- (Rupees Two Thousand Only, Non- refundable)

#### NOTE:

- Tender can be downloaded from BHEL website [www.bhel.com](http://www.bhel.com).
- All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

#### 1. Address for submission & opening of Tender

##### a) **Submission and opening of tender:**

Sh Om Prakash Bairwa, Sr. Engineer (Civil)  
Centralised Stamping Unit (CSU) & Fabrication Plant (FP)  
Bharat Heavy Electricals Limited  
Jagdishpur Industrial Area  
Jagdishpur  
Distt Sultanpur (UP) 227 817

Tel: 05361 224128, 224104

Fax: 05361 224166

Email: opbairwa@bhelcsufp.in

OR

- By hand in the tender box located at FP Admin Bldg, BHEL, CSU & FP, Jagdishpur (U.P.)



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2. Bidders may also download the tender documents from websites [www.bhel.com](http://www.bhel.com) at "Tender Notifications" and use the documents for submission of tender. In such cases, the cost of tender documents shall have to be paid by Demand Draft at the time of submission of offer.
3. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
4. The Earnest Money Deposit shall be paid by a Demand Draft in favour of Bharat Heavy Electricals Limited, payable at Industrial Area Jagdishpur along with the bid in separate sealed envelope.
5. The offer is to be submitted in a sealed envelope properly marked .The tender shall be submitted in two parts. The first part shall consist of the techno-commercial offer without price schedule and marked on top of the envelope as "**Part I -Techno-commercial Bid**" along with tender enquiry no. and due date. The second part shall be the price schedule and marked on top of the envelope as "**Part II - Price Bid**" along with tender enquiry no and due date. Each part shall be in a separate sealed envelope. Both the parts shall then be put in a bigger sealed envelope. The tender enquiry no. & due date of opening must be clearly mentioned on top of the envelope.
6. Part I of the bid will be opened first and scrutinized (Refer Qualifying Requirements in Annexure NIT-I). Successful bidders in techno-commercial bid Part – I will only be considered for opening of Price Schedule i.e. Part – II. Date of opening of Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
7. Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
8. Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per Annexure NIT – I will not be considered.
9. Tenderers are advised to go through the project scope of work, site location etc and get themselves fully acquainted with the work place and prevailing working conditions before submitting the Offer.
10. The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly



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specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.

11. Offers with deviations from terms and conditions of this tender are likely to be rejected.
12. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from following office at the following address up to one week before the tender due date.  
Sh. Om Prakash Bairwa, Sr. Engineer (Civil)  
Centralised Stamping Unit (CSU) & Fabrication Plant (FP)  
Bharat Heavy Electricals Limited  
Jagdishpur Industrial Area  
Jagdishpur Distt. Sultanpur (UP) 227 817  
Tel: 05361 224125, 224104  
Fax: 05361 224166  
Email: [opbairwa@bhelcsufp.in](mailto:opbairwa@bhelcsufp.in), [kdpandey@bhelcsufp.in](mailto:kdpandey@bhelcsufp.in)
13. The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. The amount will be calculated automatically in excel sheet uploaded (BOQ & Price Bid). Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenders shall certify in the un-priced bid of Techno-commercial offer that rates for all the items have been quoted.
14. Order will be placed on a single bidder for the complete scope of work.
15. 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.
16. All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.
17. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
18. BHEL reserves the right to reject the tender from any bidder on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job of BHEL in last five years, or if the bidder has been kept under hold/ blacklisted by BHEL.



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19. BHEL reserves the right to go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed paper price bid as per GCC. Any bidders who do not accept the processing of price bids through Reverse Auction as per GCC are liable for rejection.
20. The bidder along with its associates/ 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

### 21. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- The tender documents shall be issued free of cost to MSEs.
- MSEs are exempted from payment of Earnest Money Deposit (EMD).
- In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

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 enclosed at Annexure -1 where deemed



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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 bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is 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.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

For & on behalf of BHEL  
Sr. Engineer (Civil)



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### ANNEXURE- A

(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-11 .....  
.....dated: .....Category: ..... (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date .....  
as per MSMED Act 2006 is as follows:

I. 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.I722(E) dated October 5, 2006 : Rs. ....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:

Rs .....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs ..... Lacs is within permissible limit of Rs -----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 5.0. 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



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**Annexure NIT – I**

### **TENDER FOR TILING, STONE & MISCELLEOUS WORKS IN STAFF CANTEEN AT BHEL JAGDISHPUR**

#### **A. QUALIFICATION REQUIREMENTS**

1. The Tenderer should have, in the last seven years ending on 31.05.16, executed the works contract of civil construction works in any reputed industry or other commercial establishments.

Values of such work done should be as under:

- a) One job of value of Rs 5.00 Lakh or above, or
- b) Two jobs of value of Rs 3.00 Lakh or above each, or
- c) Three jobs of value of Rs 2.50 Lakh or above each

And

The Tenderer shall be financially sound and should have achieved an average annual financial turnover of minimum Rs 2.00 Lakh per year over three consecutive financial years ending on 31.03.2016.

#### **B. DOCUMENTS REQUIRED**

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

- a) Bidders should furnish above details of work experience and value meeting the above conditions as per Annexure-1.
- b) Copies of work orders issued by customers.
- c) Copies of completion certificates issued by customers.
- d) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.
- e) Declaration not guilty a court of law as per affidavit 'A'(Attached in SCC)
- f) Certified self for not black listed as per affidavit 'B'(Attached in SCC)



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### C. Checklist / Minimum qualification criteria

#### 1. Legal requirements

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

#### 2. Taxation requirements

- Income tax act (PAN No.)
- Trade Tax / VAT / TIN No.
- Service tax no. (PAN Base)

### MANDATORY DOCUMENTS

The following documents must be enclosed along with the Techno Commercial Bid, failing which the tender shall be summarily rejected.

- ESI registration certificate
- PAN no. and copy of PAN card
- Service Tax Registration Certificate. Service Tax no. should be PAN based
- Trade Tax registration (TIN no.)
- Details of ownership of firm (whether proprietary, partnership or Limited Company). In case of partnership firm and Limited Company, power of attorney authorizing the Partner / Director to submit tender in BHEL Jagdishpur must be enclosed
- Self Certificate declaring the firm and its proprietor/partners/Directors has never been found guilty by a court for crimes of fraud, dishonesty or moral turpitude,
- Self Certificate declaring the contractor has never been blacklisted by any BHEL Unit, Govt department or any PSU
- Self Certificate declaring that the contractor shall abide by all statutory and legal Requirements of appropriate government



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Note :- PF registration is mandatory for execution of contract agreement However if the contractor does not have PF registration at the time of submission of tender documents he must submit an undertaking to obtain PF registration within 15 days of issue of Letter of Intent.

### (III) LABOUR LICENSE REQUIREMENTS

In case 20 or more labours are employed for the work, the contractor shall be required to submit valid Central Labour License within 15 days of issue of Letter of Intent by the Engineer -in-Charge, failing which the permission to work shall be suspended and the contractor shall be liable to pay Liquidated damages to BHEL in case of delay in completion of work.

### (IV) OTHER DOCUMENTS

BHEL reserves the right to ask for any other document / certificate / clarification from the contractor relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication from BHEL, failing which the deemed fit action shall be taken by BHEL.

A checklist of all the essential and desirable documents is attached. The tenderer shall carefully fill the checklist and submit along with tender document.



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### PART A: Checklist / Minimum qualification criteria

The following are the essential requirements to be fulfilled in order to qualify for price bidding.

SI No	DESCRIPTION	Essential/ Desirable	Enclosed (Y/N)	
(I)labour laws	(1) Employee's PF & miscellaneous provision act, 1952 (Valid PF code required)	Desirable		
	(2) ESI Number & date (Valid ESI code required)	Essential		
(II)	<b>Taxation requirements</b>			
	(1) Income tax act : PAN Number Required	Essential		
	( 2) Trade Tax / VAT / TIN No.	Essential		
	(3) Service tax PAN Based Service Tax Number Required	Essential		
(III)	<b>BHEL works policy requirements</b>			
	1. EMD : Rs. 20,000/-	Essential		
	2. Acceptance of Terms & conditions - Signature on all pages without conditions of contractor	Essential		
	3. Blank price bid duly signed by the contractor.	Essential		
(IV)	<b>Financial soundness</b>			
	1. Income tax returns for last three 3 years.	Desirable		
(V)	<b>Qualifying Criteria</b>			
	1. Average annual financial turnover during last 3 years ending 31 <sup>st</sup> March 2016 not less than <b>Rs.2.00 lakhs</b>	Essential		
	2. Similar completed work during last 7 years ending 30 <sup>th</sup> April 2015 should be either of the following.	Essential		
	(a) Three similar completed works, each costing not less than the amount equal to <b>Rs. 2.50 lakhs or</b>	Essential		
	( b )Two similar completed works, each costing not less than the amount equal to <b>Rs. 3.00 lakhs or</b>	Essential		
	(c) One similar completed work costing not less than the amount equal to <b>Rs. 5.00 lakhs.</b>	Essential		



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(VI)	Self Declaration that contractor has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude	Essential		
(VII)	Self certificate for not been blacklisted by any BHEL unit or any other organization where he has worked	Essential		
(VIII)	Self certificate that contractor will abide by all statutory and regulatory requirements while carrying out the work	Essential		
(IX)	Degree or Diploma certificate.	Essential		
Note 1: Non Fulfilment of any/all of the above requirements can entail disqualification of the bidder.				

All the above conditions accepted



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### ANNEXURE-1

#### Details of Qualifying Requirements in Past Seven Years

Sl. No.	Agency by whom awarded	Location of the project	Particulars of the work awarded	Completion date	Contract Value (Rs.)
<b>TOTAL</b>					

Name & Signature of the bidder

(Seal)

**Note:** Please enclose copy of work orders and work completion certificate.



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### SECTION-II

#### SPECIAL CONDITIONS OF CONTRACTS

#### 1. INTRODUCTION

1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of CSU & FP, BHEL. The General Conditions of Contract (Section – II) are available in Civil Department of CSU & FP, BHEL Jagdishpur. In case of any contradiction between the terms and conditions given in Section - II and those specified in this Section- III, the terms and conditions of this Section-3 shall prevail.

#### 2. SITE LOCATION

2.1. Bharat Heavy Electricals Ltd. has manufacturing plants (Centralized Stamping Unit – CSU & fabrication Plant – FP) at Jagdishpur; district Amethi, UP. The New facilities are located adjacent to the existing Insulator Plant (IP). The site area is about 36.6 Acre. The site location is about 80 KM south east of Lucknow on Lucknow Varanasi highway and approx 55 KM from Sultanpur and 210 Km from Varanasi. The nearest Airport is Amousi at Lucknow.

#### 3. SCOPE OF WORK :

- 3.1. The scope of work of contractor shall broadly cover following civil works:
- Tiling Work in Staff Canteen including racking of old plaster as per direction of engineer-in-charge.
  - Tiling Work in Water Coolers area as per direction of engineer-in-charge.
  - MS Railing Work Staff Canteen.
  - Stone Work for Stairs/Kitchen Platform etc.
  - Any other similar Work as asked by BHEL within the premises of BHEL Jagdishpur complex.
  - Moreover the scope of work shall be as per BOQ (Section-III)
- 3.2. The bidder's scope shall broadly include construction of all the civil & finishing works related to superstructure and foundations which includes earth work, plain & reinforced cement concrete, reinforcement, scaffolding, formwork, masonry work, wall finishing, skirting, plastering, painting, MS embedment etc.; as well as supply of all materials, consumables, labour, tools and plants, transportation and storage, sample testing etc.; all complete as per BOQ, specifications and drawings.
- 3.3. The specific technical requirements for work to be executed under this Contract shall be as per Section V. **The applicability of specifications shall be limited to the scope**



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**of works only as specified in the BOQ.** The Technical Specifications (Section V) are available in Civil Department of CSU & FP, BHEL Jagdishpur.

- 3.4. The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.
- 3.5. Compliances to be observed by the contractor
- The contractor shall take necessary precautions for the safety of his workmen.
  - The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same. The decision of Engineer in charge in such case shall be final and binding on contractor.
  - The contractor will follow all safety rules required in connection with execution of such type of works.
  - The contractor will have to get his workman insured at his cost.
  - The contractor shall make his own arrangement for his residing the supervisor near by the township for execution/interest of work. If available the BHEL can provide the accommodation at commercial rent (electric charger and water charge extra) as per rule.
  - The Workman Compensation Act, its implications, licensing and liabilities of Minimum Wages Act and **Minimum Wages as per BHEL rules** will be entirely the responsibility of the contractor.
  - The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.
  - No minor worker will be allowed to work
  - The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residents of the township.
  - Contractor will have to ensure that the work places are entirely cleaned
  - In case any time contractor fails to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.



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- 3.6. Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the “Bill of Quantities” shall include but not be limited to the following.
- Furnishing all labor, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
  - Furnishing samples of all materials required by the engineers for testing / inspection and approval for use in the works. The engineer for final incorporation in the works may retain the samples.
  - Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
  - Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
  - The contractor shall provide BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
  - Make necessary storage arrangement / sheds of adequate capacity to store cement within his normal scope without any extra cost to BHEL.
  - Arrange necessary T & P and IMTEs for carrying out the work. A list of such T & P and IMTEs required for such work as a minimum is given in **Annexure SCC-I and SCC-II**.
- 3.7. BHEL is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of Engineer.
- 3.8. The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.



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- 3.9. BHEL and their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

#### 4. TIME SCHEDULE

- 4.1. The contractor is required to commence the work **within 07 (seven) days** from the date of issue of letter of intent unless BHEL decides to fix any other later date.
- 4.2. Entire work as detailed in tender specification shall be completed **within 02 (Two) Months** as per the programs / milestones decided by BHEL from time to time. **The date of start of work shall be taken as given in Letter of Intent.**
- 4.3. Contractor has to mobilise adequate resources to meet his commitments to BHEL as indicated from time to time. **In case due to reasons not attributable to the contractor, the work gets delayed and additional manpower / resources have to be mobilized so as to expedite the work to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to BHEL.** In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet it's commitments in line with the provisions of General Conditions of Contract.
- 4.4. In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL but in no case over run compensation will be payable.
- 4.5. The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

#### 5. TAKING OVER OF WORKS BY BHEL

- 5.1. All works shall be taken over by BHEL in part or in full when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- 5.2. The guarantee period shall start only after the complete work under the contract has been taken over by BHEL.



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### 6. PRICE

- 6.1. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- 6.2. The quoted price shall include all taxes and duties (except service tax). Service tax shall be quoted separately in the bill of quantities and price schedule under section-IV.
- 6.3. Price quoted shall be in INR (Indian national Rupee) only.
- 6.4. **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.

### 7. SALES TAX / WORKS CONTRACT TAX

- 7.1. Sales tax on transfer of property in goods involved in works contract is applicable as per laws in force in U.P. state .The contractor shall register himself with the sales tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Deduction of tax at source shall be made as per the provisions of law. The TDS as applicable shall be deducted from the bills of the contractor and deposited with the UP trade tax authorities.
- 7.2. Contractor shall get his organization registered with concerned sales tax authorities within 30 days of award of this contract. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax registration for this contract shall be forwarded to BHEL. In case the contractor is already registered for sales tax with Govt. Authorities he must quote his registration no., while submitting their tender.
- 7.3. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

### 8. SERVICE TAX

- 8.1. Contractor's price/ rates shall be exclusive of service tax and cess on output services.
- 8.2. Contractor shall deposit the service tax with the concerned tax authorities, such amount will be paid by BHEL. Contractor shall submit to BHEL documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities.



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8.3. (i) The prevailing rate of service tax is 12.36 % (Four point one two percent), inclusive of education cess and SAH education cess under works contract (composition scheme for payment of service tax) Rules, 2007

(ii) Service tax payable on free issue of material by BHEL shall be reimbursed as per prevalent rule. However, prior consent of BHEL shall be required for calculating value of free material issued.

### 9. INCOME TAX

9.1. Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

### 10. NEW TAXES/ LEVIES

10.1. In case the Government imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the contractor. However, in the event of delay in work execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.

10.2. In case any tax/levy/duty etc. becomes applicable after the date of bidder's offer, the bidder/ Contractor must convey it's impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

10.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

### 11. MODALITIES OF TAX INCIDENCE ON BHEL

11.1. Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.



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- 11.2. The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, misc. charges, deposits, duties, tools, royalties, commissions or other charges which may be levied on the input goods and services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

### 12. RATE SCHEDULE CUM BOQ

- 12.1. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.
- 12.2. The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II - price bid. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- 12.3. Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.
- 12.4. In addition to the above, the Contractor shall also submit the rates as asked for in the **Annexure: SCC-III.**

### 13. EVALUATION OF THE OFFERS

- 13.1. Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope.
- 13.2. The grand total price of all the items in BOQ shall be the basis for deciding the lowest bidder. Refer section-IV i.e Bill of Quantities and price schedule

### 14. VARIATION IN SCOPE OF WORK / DEVIATION LIMIT

- 14.1. BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract value shall be adjusted based on the quoted unit price. Such variation is not expected to be more than  $\pm 15\%$  of the contract value. However, the quantities in the BOQ are tentative which may vary or deviate upto any limit provided the contract value is limited to  $\pm 15\%$ . The price quoted by the Contractor shall be valid for such variation. Variation beyond the above limit shall be settled on mutually agreed rates. This clause to be read in conjunction with Cl 44 and 45 of section-II i.e GCC.



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### 15. EXTRA WORK

15.1. The Contractor shall, when requested by BHEL, perform extra work at mutually agreed rates.

### 16. TERMS OF PAYMENT

16.1. The Contractor shall be paid as per following terms:

- a) **95%** of contract value shall be paid through Monthly RA bills after completion and acceptance of site works up to the full satisfaction of the Engineer-in-charge.
- b) **Balance 5%** amount shall be made after successful completion of Guarantee Period of 12 (Twelve) months.

16.2. From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.

16.3. Measurement of work completed shall be done by the Contractor and submitted to BHEL for checking and approval. For this purpose, Contractor shall submit hard copies as well as a soft copy in the CD containing abstract & detailed measurement sheets of the bill. The measurement sheets and the bill will be checked and approved by BHEL for further processing, or returned to the Contractor for correction and resubmission. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the Contractor.

16.4. The abstract of the measurements and RA bill shall be entered in BHEL Measurement Book and signed and dated by both parties as per the provisions of the General Conditions of Contract.

16.5. All running bill payments shall be regarded as advance payments against the final bill. Any certificate relating to the work done during monthly running bills may be modified by any subsequent interim certificates or by the final certificates and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

16.6. In case any amount is withheld by BHEL during course of execution of work on account of non-compliance of contract requirement, the same shall be recovered / released from the contractors bills as deemed fit by the engineer-in-charge of BHEL and the decision of engineer-in-charge shall be final in this regard and binding on the contractor.



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### 17. GUARANTEE

17.1. The works constructed by the Contractor shall be guaranteed for a period of 12 (twelve) months from taking over of all works by BHEL. During this period the Contractor shall attend to all the matters relating to the Contract work and rework as required by BHEL.

### 18. PENALTY FOR DELAY

18.1 If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay penalty for delay in completion of work @ 0.5% of the value of unexecuted portion of work for every week of delay or part thereof, subjected to a maximum of 10 % of the contract value without BHEL being required to establish and prove the actual loss /damage suffered by BHEL on account of such delay.

### 19. FACILITIES TO BE PROVIDED BY BHEL

19.1. **Water charges will be deducted @ Rs 2000/- (lumsun) per month. Water will be supplied at one point on request of contractor.**

19.2. Any **electric power** required for contractors' lighting/machinery for the purpose of civil work **except fabrication work** shall be supplied **FREE OF COST** by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company

### 20. COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES

20.1. Contractor has to arrange at his own cost to obtain building/ work completion certificates or NOCs if required to be obtained from the local statutory bodies of central and state govt. However, any fees required for obtaining such NOCs shall be paid by BHEL on production of relevant depository challans/ receipts from such Govt. authorities.

### 21. DRAWINGS AND SPECIFICATIONS

20.1 The construction of the works shall be taken up on the basis of construction drawings which shall be issued by BHEL after award of the work.



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### Annexure -SCC-I

#### **INDICATIVE LIST OF TOOLS AND PLANTS ( T&Ps ) TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST**

SL NO	T & P EQUIPMENT	QUANTITY
1.	CONCRETE MIXTURE M/Cs	AS PER REQUIREMENT
2	CONCRETE VIBRATORS	AS PER REQUIREMENT
3	15/20 MT TRAILORS WITH PULLING UNIT TRACTOR -TRAILORS	AS PER REQUIREMENT
4	WATER TANKER WITH SPRINKLER	AS PER REQUIREMENT
5	DEWATERING PUMP 5/10/25 HP	AS PER REQUIREMENT
6	SLUDGE / SLURRY PUMP (DIESEL/ ELEC)	AS PER REQUIREMENT
7	SUBMERSIBLE PUMP (DIESEL/ ELEC)	AS PER REQUIREMENT
8	HYD EXCAVATORS/ POCLAINS / JCB AND DUMPERS	AS PER REQUIREMENT
9	PLATE COMPACTOR	AS PER REQUIREMENT
10	EARTH COMPACTOR	AS PER REQUIREMENT
11	PORTABLE LIGHTING MAST / LIGHTING SYSTEM	AS PER REQUIREMENT
12	PLY SHUTTERING BOARD AND MS SHUTTERINGS	AS PER REQUIREMENT

#### **NOTES**

- 1 The above list specifies only major T&Ps (may not be complete to be deployed by the contractor). All additional / other tools and plants including trucks & devices, tackles, machines, measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.



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### Annexure- SCC II

#### INDICATIVE LIST OF INSPECTION MEASURING AND TESTING EQUIPMENTS (IMTEs) TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST

SL NO	IMTE EQUIPMENT	QTY
2	AUTO LEVEL AND STAFF	1 NO
3	DUMPY LEVEL UPTO 350 MM	2 NO
5	CONSTRUCTION MATERIAL TEST EQUIPMENT	AS PER REQUIREMENT
6	CONCRETE CUBE MOULD (150 X 150 X 150 ) mm	6 NOS
7	CONCRETE slump cone WITH TAMPING ROD	1 SET
8	COARSE AGGREGATE SIEVES & SAND SIEVER	1 SET
9	MOISTURE CONTAINER (STEEL/ ALUMINIUM)	5 NO
10	CORE CUTTER TEST APPARATUS	1 SETS
11	RAPID MOISTURE METER	1 NOS
12	CUBE MOULDS (70 MM SIZE)	6 NOS

#### NOTES:

1. The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to set up the field laboratory with facilities required for material & concrete testing. All additional / other IMTEs / measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs).



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### ANNEXURE: SCC -III

#### ANALYSIS OF UNIT RATE QUOTED

Sl.no.	Description	Percentage of the unit rate quoted	Remarks
1.	Salary & Wages of Staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T & Ps		
4.	Depreciation & maintenance for other items		
5.	Establishment and administrative expences of site		
6.	Overheads		
7.	Profit		

(Signature of tenderer)  
With Stamp



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### **AFFIDAVIT 'A'**

I / We M/s .....proprietorship /pvt.ltd/ partnership firm represented  
by

Shri.....S/o

.....aged about

.....resident

of.....do here by solemnly affirm and state as follows:

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

Deponent

### **Verification**

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

Deponent



## भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सेंट्रलाइज्ड स्टैपिंग इकाई एवं फेब्रिकेशन प्लांट

औद्योगिक क्षेत्र जगदीशपुर, जिला- अमेठी (उ०प्र०)-227817

दूरभाष: 05361-224128, फैक्स: 05361-224166

**Non judicial stamp paper of Rs 10/-**

### **AFFIDAVIT 'B'**

I/We M/s.....Proprietorship / Pvt. Ltd. / partnership firm  
Represented by Shri.....s/o.....aged about  
.....resident of.....do here by solemnly affirm  
And state that the deponent declares that the firm referred herein above never been  
Blacklisted/ banned/delisted on the date of tender by any establishment of PSU/Govt of india.

Deponent

### Verification

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

1

Deponent



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**Bharat Heavy Electricals Limited**

(A Govt. Of India Undertaking)

CENTRALISED STAMPING UNIT & FABRICATION PLANT

INDUSTRIAL AREA, JAGDISHPUR, DISTRICT- AMETHI (UP)

Phone: 05361-224128, FAX: 05361-224166

## TENDER ENQUIRY

**TENDER FOR TILING, STONE & MISCELLEOUS WORKS IN STAFF CANTEEN AT  
BHEL JAGDISHPUR**

**Tender Enquiry No: BHE/FP/CVL/16-17/06**

## SECTION-III

## BILL OF QUANTITIES & PRICE SCHEDULE

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सेंट्रलाइज्ड स्टेपिंग इकाई एवं फेब्रिकेशन प्लांट

औद्योगिक क्षेत्र जगदीशपुर, जिला- अमेठी (उ०प्र०)-227817



## Section-III: BOQ & Price Schedule for Tiling, Stone & Misc Works in Staff Canteen.

TE No: BHE/FP/CVL/16-17/06 Dated: 25.06.2016

S. No.	Description	Unit	Qty.	Quoted Rate (In Rs.)		Amount (Rs.)
				In Figures	In Words	
1	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar 1:4 (1 Cement : 4 Coarse sand), including pointing the joints with white cement and matching pigments etc. complete as per direction of engineer-in-charge. <b>With Ceramic Glazed Tiles 1st quality 300 x 300 in all shades designs except White, Ivory, Grey, Fume Red Brown etc.</b>	Sqm	181.00			
2	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 except burgundy, bottle green, black of any size 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 @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete as per direction of engineer-in-charge. <b>With Ceramic Glazed Tiles 1st quality minimum thickness 5mm in all colours shades and designs except burgundy, bottle green, black</b>	Sqm	100.00			
3	Marble work gang saw cut (polished and machine cut) of thickness 18 mm for wall lining (vener work), backing filled with a grout of average 12 mm thick in cement mortar 1:3 (1 cement : 3 coarse sand), including pointing with white cement mortar 1:2 (1 white cement : 2 marble dust) with an admixture of pigment to match the marble shade (To be secured to the backing by means of cramps, which shall be paid for separately). 8.1.1 Raj Nagar Plain white marble/ Udaipur green marble/ Zebra black marble Area of slab upto 0.50 sqm. as per direction of engineer-in-charge. <b>With White marble Raj Nagar plain 18 mm thick upto 0.50 sqm area.</b>	Sqm	60.00			

**Section-III: BOQ & Price Schedule for Tiling, Stone & Misc Works in Staff Canteen.**

TE No: BHE/FP/CVL/16-17/06 Dated: 25.06.2016

S. No.	Description	Unit	Qty.	Quoted Rate (In Rs.)		Amount (Rs.)
				In Figures	In Words	
4	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer- in-Charge : <b>With Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.</b>	Sqm	32.00			
5	Steel work welded in built up sections/ framed work, including supply of steel, cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required as per direction of engineer-in-charge. <b>In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.</b>	Kg	750.00			
<b>Total (Rs.); Excluding of Service Tax=</b>						

Note: Service Tax Shall be paid extra as applicable.

(Signature & Seal of Bidder)