

M/s

<b>COLLECTION OF TENDER</b>	
<b>DOCUMENT UPTO:</b>	<b>28.08.2014 (1.00 PM)</b>
<b>PRE-BID MEETING:</b>	<b>21.08.2014 (11.00 AM)</b>
<b>TENDER SUBMISSION</b>	
<b>DATE UPTO:</b>	<b>28.08.2014 (3.00 PM)</b>
<b>TENDER OPENING DATE</b>	
<b>(PART – I):</b>	<b>28.08.2014 (4.00 PM)</b>

Sub: Road repair Work

Dear Sir,

Most competitive rates are invited from reputed agencies, meeting the Pre-Qualifying Criteria prescribed hereinafter, for Road Repair Work. You are requested to submit your sealed quotation so as to reach this office on or before **28.08.2014 (3.00 PM)** in the manner explained below. Quotations received late are likely to be ignored. Part – I of the Tender will be opened in this office on **28.08.2014 (4.00 PM)** in the presence of the representatives of the bidders who may choose to be present.

You are also requested to visit the site before submitting your quotation in order to accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Pre-Bid meeting has been scheduled at **11.00 AM on 21.08.2014** in our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

**Procedure for submission of sealed tender:**

The bidder must submit their Tender as required in separate covers prominently superscribed as: **Part-I/ Cover-I** EMD, Offer received without EMD will not be considered.

**Part-I/ Cover-II:** Techno Commercial Bid and

**Part-II/ Cover III:** Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

**Part-I/ Cover-I: Earnest Money Deposit (EMD):**

Only EMD of Rs. 150,000/- (Rupees One Lac Fifty thousand only ) in the form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be placed in Part – I / cover-I.

**Part-I/ Cover-II: Techno Commercial Bid:**

Please submit all information on Pre-Qualifying Criteria as given in Annexure –II of the Tender document. Copies of documentary evidence as asked for, original copy of tender document with unpriced copy duly signed & stamped on each page as token of your acceptance to the tender conditions .The cover to be properly sealed.

**Part-II/ Cover-III: Price-Bid:**

Only price bid in the prescribed Price-Formats as per Annexure- I should be enclosed in Part-II/ Cover-III, duly sealed.

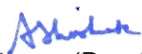
These three separate covers (Cover I, II & III) shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office at the following address

**Engineer (Purchase)**  
**Bharat Heavy Electricals Limited**  
**Human Resource Development Institute**  
**HRD & ESI Building, Plot No.25, Sector – 16A,**  
**NOIDA – 201301 (U.P.)**

Your quotation should reach this office latest by **3 PM on 28.08.2014**. Part-I will be opened first at **4 PM on 28.08.2014** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Part-I/Cover-I containing EMD will be opened first. Part-I/Cover-II Techno Commercial Bid of only those bidders whose EMD is found in order will be opened later on the same day. Part-II /Cover-III Price-Bid of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time. However, BHEL, may finalize the tender through online reverse auction procedure i.e. online Bidding on Internet as per guidelines/process explained in Annexure-V.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms available on BHEL website [www.bhel.com](http://www.bhel.com).

  
Engineer (Purchase)

**Enclosures:-**

1. Scope work & Price Format – Annexure I
2. Pre-Qualifying Criteria - Annexure II
3. Special Terms & Conditions - Annexure III
4. General Terms & Conditions - Annexure IV
5. Reverse Auction guidelines - Annexure V
6. No deviation certificate - Annexure VI

Annexure- I

Scope of work & Price Format					
Road works in PPEI & HRDI Building Complex					
Sl. No.	DESCRIPTION OF ITEM	UNIT of Measurement	Quantity	RATE (INR)	AMOUNT (INR)
Providing and laying Road Work including necessary material, labour, machinery, transportation, testing etc as per specification, drawing, relevant IRC & IS codes and as directed by the Engineer-in-charge for the following.					
1	Scarifying the existing bituminous road surface/tiles to a depth of 50mm by mechanical/manual means including disposal of the scarified materials within 1km lead etc all complete and as directed by the Engineer-in-charge.	SQM	2835	In Figures  In Words	In Figures  In Words
2	Scarifying the existing WBM to a depth of 75mm by mechanical/manual means, consolidation/compaction including making good the undulations to receive new WBM layer over the thus prepared surface etc all complete and as directed by the Engineer-in-charge.	SQM	3720	In Figures  In Words	In Figures  In Words
3	Preparation of sub grade by excavating earth to required depth for all type of soil, dressing to camber and consolidating the base including making good the undulations and disposal of surplus earth within a lead upto 1km etc. all complete and as directed by the Engineer-in-charge.	CUM	100	In Figures  In Words	In Figures  In Words

4	<p>Supplying and filling with selected good earth of approved quality in layers not exceeding 200mm loose thickness using borrowed soil (borrowed soil to be arranged by the bidder) and compacted so as to achieve at least 97 % maximum dry density as per IS-2720 (Part-VII) including royalty/seignorage fee (if any), sorting, spreading, breaking clods, watering, ramming/compaction by manual/mechanical means, dressing, finishing to required lines, grades and slopes, testing etc all complete and as directed by the Engineer-in-charge.</p>	CUM	100	<p>In Figures</p> <p>In Words</p>	<p>In Figures</p> <p>In Words</p>
5	<p>Providing and laying water bound macadam base course with stone aggregate 53 mm to 22.4 mm size (grading -3 as per IRC 19), stone screening &amp; binding material including supply of materials, screening, sorting, testing, spreading to template &amp; consolidation/compaction with road roller etc all complete as per specification and as directed by the Engineer-in-charge.</p>	CUM	695	<p>In Figures</p> <p>In Words</p>	<p>In Figures</p> <p>In Words</p>
6	<p>Providing and laying 50mm thick compacted bedding sand course over prepared base course including supply of materials, compaction, testing etc all complete as per specification and as directed by the Engineer-in-charge</p>	SQM	4090	<p>In Figures</p> <p>In Words</p>	<p>In Figures</p> <p>In Words</p>

7	Providing and laying 60mm thick factory made cement concrete interlocking paver block with M-35 grade concrete having minimum cement content of 360kg per cum made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour, pattern, testing etc all complete confirming to IS:15658:2006 including filling the joints with fine sand as per specification and as directed by the Engineer-in-charge.	SQM	4090	In Figures	In Figures
				In Words	In Words
8	Supplying and laying 400mmx150mmx350mm deep precast concrete kerb made of grade M-25 concrete with 20 mm nominal size stone aggregate and of shape as per detailed drawing including fixing with cement mortar (1:2) in 13mm thick joints, finishing of joints with neat cement paste, backfilling with material/workmanship as specified, making drainage opening wherever required, testing etc all complete and as directed by the Engineer-in-charge.	RM	1215	In Figures	In Figures
				In Words	In Words

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9	Supply and laying 150mm dia R.C.C NP-2 type Hume pipe confirming to IS 458:2003 in road works for drains as per detailed drawing including fixing with cement mortar (1:2) in 13mm thick joints, finishing of joints with neat cement paste, testing etc including necessary earthwork excavation, disposal and backfilling etc. all complete and as directed by the Engineer-in-charge.	RM	120	In Figures	In Figures
				In Words	In Words
	TOTAL AMOUNT (Rs.) (excluding service tax)	In Figures			
		In Words			
	Service Tax if any in %	In Figures			
		In Words			
	Grand Total	In Figures			
		In Words			

- Note:** 1) Evaluation will be done on L1 basis on Grand Total.  
2) Service tax will be payable as per prevailing rates.  
3) Service tax amount billed in the invoice will be released later against the submission of proof in this regard.

**Date:**

Name

Signature

Seal of the Company



**Annexure-II**

**Pre-qualification Requirement**

1. Bidder must furnish the copy of following documents:
  - a. Service tax registration No. if applicable as per Income Tax Act.
  - b. No deviation certificate as per format.
  - c. The bidder should be financially sound and having an average annual turnover during the last three years ending 31<sup>st</sup> March 2014 should be at least Rs. 16.55 lakhs. Copies of three previous Income tax Returns on support of average annual financial turnover to be submitted.
  - d. Completion certificate of any civil work executed in last 7 years ending last 31<sup>st</sup> march 2014 either of the following.
    - i. Three similar works (Road Work/Pavement Work) completed costing not less than the amount Rs. 22.07 lakh.
    - ii. Two similar works (Road Work/Pavement Work) completed costing not less than the amount Rs. 27.59 lakh.
    - iii. One similar works (Road Work/Pavement Work) completed costing not less than the amount Rs. 44.14 lakh.



**Annexure-III**

**Special Terms & Conditions**

1. Completion period : 120 days from the date of issue of LOI/Work Order
2. Payment terms : Monthly Basis Payment on submission of bill (Running Account)
3. Penalty Clause: it is applicable for delayed completion of work beyond specified completion of work dates, i.e. penalty @  $\frac{1}{2}$  % per week of delay or part thereof, subject to maximum of 10 % of contract value.



**Annexure-IV**

**GENERAL TERMS & CONDITIONS.**

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) superscribing the name of work as a given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
4. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
5. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

**6. EARNEST MONEY DEPOSIT:**

Every tenderer must be accompanied by the prescribed amount of Rs.1,50,000/- Earnest Money Deposit in any one of the following forms. (All securities are to be discharged and pledged in favour of BHEL, payable at New Delhi)

- 6.1 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

EMD shall not carry any interest.

- 6.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 6.3 The earnest money deposit of the successful tenderer shall be refunded / adjusted against security deposit.



6.4 (i) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

(ii) EMD shall not carry any interest.

6.5 EMD by the Tenderer will be forfeited as per Tender Documents if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

## 7. VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of three months from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

## 8. SECURITY DEPOSIT

Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent/Work Order for satisfactory completion of work.

8.1 The total amount of Security Deposit shall be as follows :

- a. In case of work costing up to Ten lacs : 10% of the contract value
- b. Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakhs +7.5% of the amount exceeding Rs. 10 lakhs.
- c. Above Rs. 50 lakhs: Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

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

- I. Cash (as permissible under Income Tax Act)
- II. Pay Order, Demand Draft in favour of BHEL.
- III. Local cheques of scheduled banks, subject to realization.
- IV. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.)
- V. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies Act. The Bank Guarantee format should have the approval of BHEL.
- VI. Fixed deposit receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the

Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

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

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

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

- IX. The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against SI No. (d) & (f) 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.)

8.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

8.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### 9.0 RETURN OF SECURITY DEPOSIT :

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor.

The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

#### 10.0 REJECTION OF TENDER AND OTHER CONDITIONS :

BHEL reserves to itself full rights to reject any or all of the tenders without assigning any reason



NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFFER.

#### **11.0 CONSEQUENCES OF CANCELLATION**

Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under , the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

#### **12.0 ARBITRATION**

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manger of his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the contract is issued or such other place as the Arbitrator at his discretion may determine.



**Annexure-V****Reverse Auction Guidelines :**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.



9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



TENDER ENQUIRY No.: MG/AB/PUR/009

Date: 14/08/2014

**Annexure-VI**

**NO DEVIATION CERTIFICATE**

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Signature of the bidder  
With company Seal

Name:  
Company's Name:  
Address:

Date:

