

TOWNSHIP ADMINISTRATION AND DEVELOPMENT
WATER WORKS DEPARTMENT
BHEL-HEEP, RANIPUR, HARIDWAR

(TECHNO COMMERCIAL OFFER: Containing 11 pages)

	NIT No.	386/HR-TAX/WW/2015-16	
	Dated:	04.04.2016	
	Date of opening:	26.04.2016	
Name of work:	Repair & Redevelopment of Tubewell at BHEL Hardwar		
Estimated value of work:	Rs. 18.30 Lacs (Rs. Eighteen Lacs Thirty Thousand only)	Time of completion:	04 months (Four months)
Earnest money:	Rs. 40,000/- Only (Rs. Fourty Thousand only)	Tender cost:	Rs. 250/- (Rs. Two Hundred Fifty only)

1.	<u>PRE-QUALIFYING REQUIREMENTS (PQR):</u>
(A)	<u>EXPERIENCE:</u>
➤	Contractors must possess experience of similar nature of work (drilling of tubewells of depth 80 to 120m of appropriate diameter to accommodate 300mm to 200mm tubewell)
➤	<p>Experience of successfully executed similar nature of work as mentioned at point no.1 above during last 7 (seven) years as on 31.12.2015 should be any one of the following :</p> <p>(i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost (i.e. Rs 7.32 lacs).</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost (i.e. Rs 9.15 lacs).</p> <p style="text-align: center;">OR</p> <p>(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e. Rs 14.64 lacs).</p> <p>Contractors shall submit relevant documents and work completion certificate in original /photo copy duly attested by a Gazetted officer on the letter head pad of the organization for which the work has been done and signed by authorized signatory of the concerned organization. (Format Enclosed at Page-11 of Techno-Commercial Bid). They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is not verified, the bidder may not be qualified for this tender.</p>

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(B)	<u>FINANCIAL CAPACITY:</u>
	<p>Average Annual financial turnover during the last 03 financial years ending 31st march 2015, must be more than Rs 5.49 Lacs (30% of the estimated cost). Balance Sheet to be submitted along with the Technical bid.</p> <p style="text-align: center;"><u>OR</u></p> <p>Contractor shall have to submit proof of filing Income Tax Return for previous three financial years ending 31st march 2015. (PAN No. to be given.)</p>
(C)	<u>LEGAL OBLIGATIONS:</u>
	<p>i) Parties should comply with all relevant state and central Govt. statutory/legal obligations and the Contractors must possess PAN Card, P.F. code No., ESI Code No., Trade Tax No., PAN Based Service Tax No. (Works Contract Category) & Labour License No. etc. Copy of the same has to be submitted in support of above.</p> <p>ii) In case the Contractor do not possess P.F. code No., ESI Code No., Trade Tax No., Service Tax No. & Labour License No., he will have to submit an undertaking stating that P.F. code No., ESI Code No., Trade Tax No., Service Tax No. & Labour License No. shall be submitted within one month of award of work, failing which BHEL shall be authorized to forfeit EMD against this tender and cancel the tender. BHEL shall provide form-V for Labour License after LOI, if required.</p>
(D)	All disputes shall be subject to Haridwar Jurisdiction.
(E)	Offer of the Contractors not meeting/fulfilling the PQR criteria mentioned above shall be ignored.
2.	<u>TENDER COST:</u>
	Contractor must submit tender cost of Rs. 250/- in the form of demand draft in favor of <u>Accounts Officer, BHEL-HEEP, Ranipur, Hardwar</u> along with Techno-Commercial offers in case tender document is downloaded from web-site.
3.	<u>EARNEST MONEY DEPOSIT (EMD):</u>
	<p>Contractor shall deposit EMD of Rs. 40,000/- in the form of demand draft or pay order only. No other mode of payment is acceptable. EMD shall be payable in favour of <u>Accounts Officer, BHEL-HEEP, Ranipur, Hardwar</u> & give the details as under.</p> <p style="margin-left: 40px;">a) Amount: Rs.</p> <p style="margin-left: 40px;">b) Demand Draft/ Pay Order No:</p> <p style="margin-left: 40px;">c) Dated:</p> <p><u>NOTE:</u> EMD shall not carry any interest</p> <p>Technical bids without the original instrument for the requisite EMD will not be qualified for evaluation.</p>

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4.	<u>POWER OF ATTORNEY</u>
	<p>In case of firms, the tender documents must be signed by a person holding a valid notarized power of attorney and a copy of such power of attorney duly attested by a Gazetted Officer should be attached with the techno – commercial bid</p> <p>The contractor must provide “Name of the contact person”, “Address”, “Phone Numbers” and “E-Mail IDs” who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/ Numbers/ mail IDs/ address other than mentioned.</p>
5.	<u>MODE OF TENDER:</u>
i)	<p>The tender shall comprise of two parts i.e. ‘Techno-commercial offer’ and ‘Price bid’. Contractor must sign and stamp on all the pages and complete the “Techno commercial offer” and “Price bid” in all respect.</p> <p>Both the offers are to be sealed in separate envelope having NIT No., Name of Contractor and Name of offer i.e. Techno- Commercial & Price bid. These two envelopes shall be sealed in a third envelope having NIT No., Name of Contractor, date of opening and shall be sent to “Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403” before date of opening as given in NIT.</p> <p>Incomplete offer is liable to be rejected. Offers received after due date & time are likely to be rejected. BHEL is not responsible for postal delay.</p> <p>Tenders will be opened at Tender Room, 4th Floor, Main Administrative Building, BHEL Hardwar on date mentioned in NIT.</p>
ii)	<p>EMD should be enclosed along with the Technical bid. Also an unpriced copy of the price bid should be enclosed with the Technical bid to confirm that the bidders has quoted as per the prescribed Price bid format. Any condition/modification of the price bid will not be entertained.</p>
6.	<u>GENERAL:</u>
(1)	Contractors shall go through the tender document and confirm that work shall be carried out as per enclosed specifications and abide by all the tender conditions and do not have any counter conditions.
(2)	BIDS submitted not in accordance with the above guidelines will be liable for rejection.
(3)	The risk of delay/loss in transmission of tender documents by post/courier rest with the bidder/Contractor. No Late tender shall be accepted.
(4)	If any information/document submitted by the Contractor is found false/ fake at any stage, the tender will stand cancelled and EMD shall be forfeited. In such a case the bidder will also be liable to be banned from future Tenders of BHEL.
(5)	Contractors found technically suitable based on Techno-Commercial offer shall be eligible for further stage of the tender. Information regarding date of price bid and other details shall be informed to the eligible contractors separately.
(6)	Contractors shall submit all the relevant documents as per the Pre-qualifying Requirements (PQR).
(7)	Techno-commercial offer along with <u>BHEL General Conditions of Contract, Special Conditions of Contract</u> , contain total of 11 pages.

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GENERAL CONDITIONS

(Containing 4 pages)

- 1 Conditional tender shall be rejected.
- 2 BHEL shall have the right to reject any tender based on past unsatisfactory performance.
- 3 Contract may be cancelled at any stage without assigning any reason and contractor will not have any claim in this regard.
- 4 If any information/documents submitted by the contractor is/ are found false/fake at any stage. The tender will be cancelled and earnest money deposited shall be forfeited, debarring from the future participation in tenders
- 5 The Contractor shall sign every page of the tender documents. In case firm/companies, the tender documents must be signed by a person holding a valid power of attorney and a copy of such power of attorney should be attached with the tender
- 6 The main criteria of judging performance of contractor will be timely completion of the work, Quality of the work and response of the contractor.
- 7 In case more than one contractor quotes equal L-1 rates, lottery shall be drawn among L-1 parties to decide one L-1 party.
- 8 The contractor shall make his own arrangement for transportation of water to the site of work from nearest available water point in township during supply hours at no extra cost. However, Contractor has to ensure storage of water during non-supply hours at no extra cost. Electricity shall be provided free of cost by BHEL, wherever possible. Otherwise contractor shall make his own arrangements for electricity, if required
- 9 Contractor has to complete the work within the given period of completion (09 months from date of LOI)
- 10 **L.D CLAUSE:**
L.D shall be applicable as below:
 - (a) 0.5 % of contract agreement value for every one week (7 days) delay or part thereof from scheduled time of completion subjected to maximum 10 % of contract agreement value. For e.g. if delay is for 8 days, it will be counted as delay of 2 weeks for LD.
 - (b) For the part of the delay not attributable to the contractor, completion period shall be extended by the same after approval by competent authority.
- 11 The work will be done as per enclosed specification. Details not covered in enclosed specification shall be as per CPWD specifications.
- 12 For measurement, CPWD norms shall be followed unless otherwise mentioned.
- 13 Measurement shall be taken jointly by any person / persons duly authorized on the part of the BHEL & the contractor.
- 14 The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- 15 If the contractor / his representative fails to attend when required for measurement, the Engineer Incharge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- 16 No payment shall be made for the work done without the permission of Engineer Incharge.

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- 17 The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bills.
- 18 Water charges will be deducted at the rate of Rs.1.00 per Rs. 1000.00 of the value of the work.
- 19 All payment will be subject to deduction of income tax/ trade tax etc. at source as per applicable rules.
- 20 All payment will be made through e-mode.
- 21 EMD shall be taken on full NIT value. EMD is to be deposited in cash (as permissible under income tax act), pay order or demand draft only.
- 22 Offer of contractor shall be considered valid for 180 days from the date of opening of the technical bid.

23 Security Deposit:

- (a) Security deposit shall be collected from the successful Contractor.

The rate of security deposit will be below:

Up to Rs. 10 lacs	10%
Above Rs. 10 lacs up to Rs. 50 lacs	Rs 1 lac+7.5% of the amount exceeding Rs. 10 lacs.
Above Rs. 50 lacs	Rs.4 lacs + 5% of the amount exceeding Rs. 50 lacs.

The security deposit shall be collected before start of the work by the contractor.

- (b) Security deposit may be furnished in any one of the following forms:

- (i) Cash (as permissible under the income tax act).
 - (ii) Pay order, demand draft in favor of Manager (Fin.) BHEL Hardwar.
 - (iii) FDR duly pledged in favor of BHEL & discharged on the back.
 - (iv) 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 shall be collected before start of the work & the balance 50% shall be recovered from the running bills.
 - (v) EMD of the successful Contractor shall be converted & adjusted against the security deposit
- Note: The security deposit shall not carry any interest.

- (c) Release of security deposit:

The security deposit will be retained for the maintenance period & will be released only after carrying out required maintenance if any to the entire satisfaction of Engineer Incharge. Normally maintenance period shall be as per Clause 28 (i.e. 12 months) after the date of actual completion of work unless otherwise mentioned.

24. TERMINATION OF CONTRACT FOR DEATH:

- (a) **In case tender is awarded to single owner/proprietor firm:**

In case of death of owner/proprietor, a fresh agreement shall be entered with the legal heir, if the legal heir is willing to continue the work at same rates/ terms & condition as mentioned in the contract in writing.

- (b) **In case of limited companies/ companies:**

In case of death/resignation/ termination of the contact person mentioned at PQR 4, the company shall nominate a suitable person as authorized signatory/contact person. Any loss/ legal liability out of the said issue shall be the responsibility of the company concerned.

- 25- **Recovery from contractor:**

Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

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26- Post technical audit of work and bills:

BHEL reserves the right to carry out a post payment audit technical examination of the work and final bill including all supporting vouchers, abstracts etc. And to enforce recovery of any sums becoming due as a result thereof in the manner provided into the preceding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

27 The contractor shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from BHEL to make progress or other payments.

28 Warrantee Clause

After completion of the work, the contractor shall submit warranty certificate on a ten rupee non-judicial stamp paper stating that any defect due to material/workmanship will be rectified on their own cost for a period of 12 months from the date of completion of work

CONTRACTOR'S OBLIGATION**A. Contractual**

1. Contractor shall supervise the work allowed to him and to be carried out by his employees.
2. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
3. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
4. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
5. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
6. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
7. Contractor to ensure that all precautions are taken for safety of his employees and equipments. Contractor shall ensure the accidental benefits to his/their employee in compliance with workmen compensation act, 1948.
8. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation. All the liabilities shall reside on contractor's side in this regard.
9. Contractor in no case shall deploy the manpower below the age of 18 years.

B. Towards statutory liability:-

1. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, the Contract Labour (R&A) act, 1970 Payment of Bonus Act, 1965, Income Tax, Service Tax Act and all other applicable acts shall be complied by the contractor.
2. Contractor shall comply with all statutory requirements, rules, and regulations notifications in relation to employment of his employees issued from time to time by the concerned authorities.
3. Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.

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4. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same, to BHEL.
5. Contractor shall be solely responsible for non-payment and/or delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
6. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues/ running bill under the contract can be utilized by BHEL to discharge the liability of the contractor.
7. Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
8. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
9. Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of the wage period in respect of which the wages in the presence of the authorities representative of contract operation division.
10. Contractor to obtain license under Contract Labour (R&A) act, 1970

C. Towards supply of tools, tackles and materials:-

1. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
2. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise

D. Towards finance:-

1. Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job

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SPECIAL CONDITIONS

1	Material Supplied should be as per the specification of BOQ/ CPWD Specifications.
2	The contractor shall ensure production of Invoice & Test Certificate for all material (such as pipes, gravels etc.) being used for the work. The contractor shall use the material only after production of Invoice & Test Certificate and after being allowed by the department.
3	BHEL shall only designate temporary areas where the contractor shall make their own arrangement for and storage of material. The responsibility of safe guarding the material rests with the contractor.
4	(i) Successful bidder must give an undertaking for registration under VAT as well as Service Tax (works contract category) (ii) Maximum 40% of composite work will be subject to Service Tax, which will be reimbursed by BHEL based on the documentary evidences for deposit of the Service Tax so paid.
5	Payment Terms 1) Running Bills (RA Bills) will be admissible on monthly progress of the work based on joint measurement to be completed by 7th of the succeeding month in case the same is preferred within 3 days of completion of the calendar month. 2) RA bills will be paid within 1 month from the date of the joint measurements and will be limited to 90% of the due amount after retention of the 10% of each RA bill payable on completion of the full contract in all respect. 3) All the statutory recoveries like applicable TDS of Income tax, works contract tax etc as per Uttarakhand rules and shortfall of Security Deposit, if any, will be recovered from the Gross RA bill in addition to the retention amount of 10% as per 5(2) above. 4) On completion of the full contract to the satisfaction of BHEL 10% retention account built from RA bills will be released as final payment on obtaining all the No dues related to the contract including the statutory liabilities. 5) On completion of 12 months warranty period the Security Deposit will be finally released by BHEL subject to completion of all defect liability works notified within the warranty period.
6	Extra Items: Any item which is not covered in the bill of quantity but essentially required to be carried out for completion of work as per the site condition, has to be executed by the contractor after due written approval of BHEL. However, its payment shall be done on the basis of Market Rate and accepted premium as per the contract agreement. The rate shall be derived based on actual cost mutually agreed by the BHEL and the contractor and the same needs to be approved before execution of the work.
7	BHEL shall provide 3 to 4 locations in the campus; party has to arrange geological survey by approved Govt. Geologist for locating of pin point for probable discharges of expected 200 M3/ hour at his own cost.
8	Party has to ensure 200 M3/hr discharge of the tube well before drilling up the tube well. No payment shall be made for failed drilling.
9	All the T&P, tent, Rig, Generator, Pump, Motor, Starter, and Compressor etc., has to be transported and installed at site of work.
10	Party should ensure the correct nature of work and survey the area prior to quoting the rates. i) Static water level is 28 meter or more below ground level. ii) Expected yield required-----200M3/hr. iii) Purpose of water needed-----Domestic. Any more information, if required, can be obtained from the undersigned.
11	Water point shall be provided free of charge at site of work.

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12	Electric supply shall be provided free of charge near the site of work at electric pole for drilling purpose only. Rest of the material or T&P which is not mentioned in the bill of quantity shall have to be arranged by the contractor for proper completion of the work without any extra charge.
13	No compensation of whatsoever will be paid to the contractor for losses if any during running of work or accident at the site
14	Quality of encasing pipe is to be got approved by Engineer I/C prior to use.
15	The quantity can vary up to 20% on either side as per actual requirement.
16	ST will be charged as per rules as notified from time to time.
17	In this Works Contract Service Tax shall be applicable. For this Service Tax Reg. Number is required. No payment shall be made unless Service Tax Reg. No. is submitted.
18	Service Tax shall be reimbursed as per actual.
19	Contractor shall get the discharges of 200 M3/Hr checked to the deptt. after final commissioning of tube wells, after submersible pump set is installed.
20	One time EMD of Rs. 2.0 lacs is not acceptable in this tender.
21	Any other applicable Cess/Tax not mentioned earlier shall be also borne by the contractor and the quoted rates shall be deemed to have included all such applicable taxes whatsoever. BHEL shall not entertain any claim in this regard.

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CHECKLIST

Before quoting, the Contractors are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. **They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract** and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide any item which is not specially mentioned in the specification, but which is necessary to complete the work at his own risk and cost .

		Page No.
(1)	Pre-qualifying Requirements (PQR):	01-03
(2)	General Conditions	04-07
(3)	Special Conditions	08-09
(4)	<u>Checklist</u>	10

I/We hereby certify that I/We have read, signed, understood and agree completely to all the above mentioned pages of this tender document and shall abide by these conditions.

(Signature of Contractor with Date & Seal)

Annexure - I

Summary of Experience Certificates enclosed with techno-commercial bid

Sl. No	Full Postal Address of client & name of Officer-in-charge	Description of the work	Value of contract	Completion time as stated in Tender	Date of commencement of work	Actual completion	Year of completion	Enclosure required i) Experience certificate ii) Copy of Bill of Materials
1	2	3	4	5	6	7	8	

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