

# BHARAT HEAVY ELECTRICALS LTD.



Corporate Administration  
Building Project Office



## Tender for Modification work of walk way in Parade Ground at BHEL Township, sector-17, Noida

Tender Enquiry No: **BHE/AA/GAX/14/NB-TA/012** dated 22.12.14

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**BHARAT HEAVY ELECTRICALS LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
HRDI & PSNR COMPLEX  
PEM- MPL BLOCK  
CORPORATE ADMIN/ NBP  
PLOT NO- 25, SECTOR-16A  
NOIDA-201301-UP



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LTD.



## NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the following Work.

**Name of Work** : Modification work of walk way at BHEL Township, Sec-17, NOIDA.

**NIT No.** : BHE/AA/GAX/14/NB-TA/012

**Dated** : 22/12/2014

**Period of Completion** : 45 Days from date of start

**Earnest Money** : Rs. 20,000/- (Rupees Twenty Thousand only)

**Tender Cost** : Nil

## DATE OF SUBMISSION & OPENING OF TENDER

**Date of issue of tender** : 22/12/2014

**Last date for submission of sealed tender at** : 30/12/2014 at 1400 Hrs.  
Corp. Admin, NBP, BHEL, HRDI complex,  
MPL Block, Noida

**Date of opening the tender** : 30/12/2014 at 1500 Hrs.

**Venue for opening of Tender** : HRDI & PSNR COMPLEX  
PEM- MPL BLOCK  
CORPORATE ADMIN/ NBP  
PLOT NO- 25, SECTOR-16A  
NOIDA-201301-UP

The Tender Document may be obtained from the office of **Manager/ (NBP,HR-GAX), HRDI & PSNR Complex, MPL Block, Corp. Admin, Plot No-25, Sector-16A, Noida** free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the office of **Manager/(NBP,HR-GAX)**, between 9.00 AM to 5.30 PM on any working day till **30.12.2014 upto 2:00 PM**. In case of any clarification the bidder can contact undersigned on Tel. No.-**0120-4283614**, **mobile No.-9560144884** or at e-mail: **habib@bhel.in**.

**Sh. Habibul Rehman,**  
**Manager / (NBP, HR-GAX)**  
On behalf of "BHEL"

## TECHNO- COMMERCIAL BID

### **I) INSTRUCTIONS FOR THE BIDDERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope.** In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://www.bhel.com)) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
5. **Tender must be submitted in two parts**, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-A) and (ii) Price Bid. The tenderer must submit their tenders in **three separate sealed envelopes** prominently super scribed as **'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid'** along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in **fourth envelop** super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
10. Rate shall be quoted for each item inclusive of all taxes but exclusive of service tax which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
11. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.

**Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer.** Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Manager/ (NBP, HR-GAX), on Tel. No.-**0120-4283614**, **mobile No.-9560144884** or at e-mail: **habib@bhel.in**.
15. The tenderers or their representative may attend the opening of **techno-commercial bid (Part-A)** and the technically qualified tenderers or their representative may attend the opening of **Price bid (Part B)**, if so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

## II) PREQUALIFYING CRITERIA:

- 1) The bidder's average annual financial turnover during the last three financial years ending 31<sup>st</sup> March'14 should be at least **Rs1.95 lakhs**.
- 2) The experience of having successfully completed similar Works (**Similar work shall mean execution of civil construction/ maintenance/renovation works**) during last 7 years ending on **30.11.2014** should be either of the following:-
  - a) Three similar completed jobs/ services costing not less than **Rs. 2.6 Lakhs each**.  
Or
  - b) Two similar completed jobs/ services costing not less than **Rs. 3.25 Lakhs each**.  
Or
  - c) One similar completed jobs/ services costing not less than **Rs. 5.2 Lakhs**.

### 3) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a. **EMD of Rs. 20,000/- (Rupees Twenty thousand only)** only in the form of Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any forms other than DD will not be accepted. EMD is refundable and non-interest bearing. EMD of successful bidder shall be converted into security deposit and shall be released as per terms of the contract.
- a. Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b. Self-attested copies of audited Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14) .
- c. Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14).
- d. Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on 30.11.2014. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e. Self-attested copies of the **PAN card, Certificate of TIN No and Service Tax Registration No.**
- f. The Bidder must Submit a declaration (enclosed at Annexure –C), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- g. No deviation certificate as per Annexure –D (enclosed) must be signed and stamped.
- h. Bidder must submit the technical details in the enclosed format (Annexure-E).
- i. Bidder must submit the bidder's details in the enclosed format ( Annexure-F)
- j. Bidder must submit the check list enclosed at annexure-G after duly filled and signed.

### III) GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
  - 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
  - 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
  - 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
  - 5) The offer 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 the banned firms is available on BHEL web site [www.bhel.in](http://www.bhel.in)
  - 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
  - 7) Rates quoted by the bidder will be firm for the contract period or extended period of contract. No price variation , overrun charges and escalation due to increase in labour / material cost will be allowed.
  - 8) The rates quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding Service Tax. Service Tax shall be quoted extra in the same price bid format.
  - 9) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 10) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the techno-commercial bid.
- 11) **REVERSE AUCTION:** 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. The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions enclosed at Annexure-B.
- 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - iv) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

- 13) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of Rs 100/- in the Performa as in **Annexure-II** in any case the contract agreement shall be signed before claiming the first RA bill by the contractor..
- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is essential to sub let the work in order to mobilize an specialized agency for a particular item/ work, then proper permission from BHEL need to be taken by the contractor.
- 15) The contractor should have **PF code number & ESI code number** before the start of work. However in case of not having any or both the documents, the contractor shall arrange & submit the documents post award of work as per statutory requirements and an undertaking to this effect shall be submitted by the bidder while submitting the tender.
- 16) Accommodation in any manner will not be provided to the workers, engineers, supervisors of the contractor deployed in the execution of work.
- 17) The contractor will be responsible for the quality of the work and it is to be guaranteed for a period of one year from the date of actual completion of work and it's handover to BHEL.

18) **STORES AND MATERIALS ON SITE:**

- i) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
- ii) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- iii) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
- iv) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- v) Contractor will remove the temporary stores/ structure before claiming the final bill.

19) **EARNEST MONEY DEPOSIT (EMD)**

- i. Every tender must be accompanied by the prescribed amount of refundable, non-interest bearing Earnest Money Deposit. The amount of EMD and the manner in which it is to be deposited shall be as per Notice Inviting Tender
- II. Tenders received without Earnest Money in full in the manner prescribed above will not be considered
- III. The Earnest Money Deposit of the successful Tenderer will be retained towards part of Security Deposit.
- IV. In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender
- V. BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
  - (a) After opening of tender, revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.

(b) Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of Letter of Intent.

(c) Fails to submit 50% of the total Security Deposit before start of work.

(d) Fails to start the work as may be indicated in the Letter of Intent.

20) **SECURITY DEPOSIT:**

i) Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

The total amount of Security Deposit shall be as follows:

(a) In case of work costing up to Rs 10 Lakh : SD shall be 10% of the contract value.

(b) In case of work costing Rs.10 Lakh and up to Rs.50 Lakh: SD shall be Rs 1 Lakh + 7.5 % of the contract value exceeding Rs 10 Lakh.

(c) In case of work costing more than Rs.50 Lakh: SD shall be Rs 4 Lakh + 5 % of the contract value exceeding Rs 50 Lakh.

ii) The Security Deposit shall be deposited within 15 days from the date of issue of Letter of Intent in any one of the following forms:

(a) The total Security Deposit as indicated in the Letter of Intent in cash (as permissible under income tax act) or demand draft in favour of BHEL payable at New Delhi.

(b) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies act . The Bank guarantee format should have the approval of BHEL.

(c) 50% in cash (as permissible under income tax act) or demand draft in favour of BHEL payable at New Delhi, and the balance 50% in the form of Bank Guarantee in the prescribed proforma as per **Annexure 'J'**.

(d) 50% in Bank Guarantee in the prescribed proforma.

And the balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up.

i) The validity of the Bank Guarantee furnished towards Security Deposit under (b) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 2 (TWO) months and the same shall be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. The bank guarantee issued by any of the consortium banks of BHEL only will be accepted.

ii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

iii) 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.

iv) Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

v) 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.

vi) **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 belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of 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 along with the final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

vii) **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

## 21) **EVALUATION AND REJECTION OF TENDER AND OTHER CONDITIONS:**

i) The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

(a) To reject any or all of the tenders.

(b) To split up the work amongst two or more Tenderers.

(c) To award the work in part.

(d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

ii) Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.

iii) If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

iv) BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

v) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.

vi) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.

vii) Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.

viii) The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

xi) BHEL reserves its right to give purchase preference to CPSUs as per Govt. Guidelines and as per rules in vogue.

22) **NO DEVIATIONS** to the tender conditions will normally be accepted. However, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the Tenderer's offer.

23) **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 the contractor shall pay the claim on demand without any terms & conditions.

- 24) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 25) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.
- 26) **DEFINITION OF TERMS:** Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.
- i) The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
  - ii) The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
  - iii) The '**Contractor**' shall mean the individual, firm or company whose Offer is accepted by BHEL and enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
  - iv) The '**Contract**' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement. It may also be referred as '**Contract Document**'.
  - v) The '**Sub-contractor**' shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
  - vi) The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative. It may also be referred to as **Engineer –in –Charge**.

- vii) The '**Inspector**' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- viii) The '**Equipment**' shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- ix) The '**Work**' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of BHEL. It may also be referred as '**CONTRACT WORK**'.
- x) The '**Tender Document**' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as '**TenderSpecification**'
- xi) The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as '**Bid**'
- xii) '**Acceptance of offer**' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- xiii) The '**Letter Of Intent**' shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- xiv) The '**Site**' shall mean the site of the proposed work at Noida Township.
- xv) The '**General Manager**' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- xvi) The '**Completion Time**' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- xvii) The '**Tests**' shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part there of.
- xviii) The '**Commissioning**' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- xix) The '**Approved**', '**Directed**' Or '**Instructed**' shall mean approved, directed or instructed by BHEL
- xx) '**Contract Engineer**' shall mean the official who has signed the Order/Contract on behalf of the Purchaser.

xxi) **Months** shall mean calendar months.

xxii) **Days** shall mean calendar days.

xxiii) **Writing** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

xxiv) The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

#### **IV) SPECIAL CONDITIONS OF CONTRACT (SCC) AND TECHNICAL SPECIFICATIONS :**

- 1) The scope of work of contractor shall broadly cover the providing & laying of cement concrete of Mix 1:2:4 (1 cement: 2 coarse sand: 4 aggregate) and 22 mm precast concrete chequered tile in the walk way as per the layout. It also include providing and laying of PVC pipe at a specific interval to drain the accumulated water. **BHEL shall dismantle and dispose the old existing paver block tiles on the track and provide the site to the contractor for modification work as per scope of this tender**
- 2) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. If the quality of work is not up to the mark re-work will be done without any extra claim.
- 3) The work will be carried out as per BOQ enclosed and as per the latest "CPWD Specifications" for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor. The consumption of materials will be as per the Indian Standard norms/ CPWD specifications.
- 4) All the materials shall be arranged by the contractor. No materials shall be issued from BHEL.
- 5) All tools and tackles required for proper completion of work shall be arranged by contractor.
- 6) After completion of the work in a building the contractor will remove all unwanted material/ rubbish from the site with no extra claim. After completion of work all dropping of paints & stains from floor & glass etc. will be cleaned by the contractor at no extra claim.
- 7) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions:-
  - a) **Electricity** shall be provided free of cost.
  - b) **Water:** Contractor shall make their own arrangement for construction water. Underground water shall not be used for construction and only sewage treated water shall be used for construction purposes as per the statutory regulation.
  - c) Contractor shall make his/ their own arrangement of electricity connection from existing main of source of supply as directed by Engineer Incharge.
  - d) BHEL do not guarantee to maintain uninterrupted supply of electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- 8) Proper curing of all the cement work as per specifications shall be done by contractor on no extra claim.
- 9) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- 10) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- 11) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 12) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim
- 13) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- 14) **GUARANTEE (defect liability) period:** The works constructed by the Contractor shall be guaranteed for a period of 12 (twelve) months from taking over by BHEL in full. During this period the Contractor shall attend to all the matters relating to the Contract work as required by BHEL and shall also be termed as defect liability period.

15) **EVALUATION OF THE OFFERS:**

- a) Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope and lowest bid shall be evaluated on the basis of “cost to BHEL”
- b) The grand total price in the BOQ shall be the basis for deciding the lowest bid value for complete work which is the sum of sub-total price (sum of all the items in BOQ) and service tax as quoted.

16) **COMPLETION PERIOD:** The work completion period will be **45 Days from the date of start of work. The mobilization period at site to the start the work is 3 days from the date of LOI issue.** Entire work has to be completed within the contract period failing which liquidated damages (L.D.) will be imposed.

17) **QUANTITY VARIATION:**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.

18) **PENALTY FOR DELAY:**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 total Contract value 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) **PAYMENT TERMS:**

- a) Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge.
- b) The Contractor shall be paid running bills of **95%** of the value of the work actually executed on site provided the work has been executed to the satisfaction of the Engineer.
- c) The balance **5%** of the bill value shall be released as follows--
  - (a) The **2.5%** of the bill value shall be payable on taking over of complete works by BHEL along with the final bill.
  - (b) The balance **2.5%** of bill value will be payable on completion of the guarantee period.
- d) From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.
- e) Measurements shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (BOQ). These entries will be counter-signed by the contractor.
- f) For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.
- g) Measurement shall be taken jointly by Engineer-in-Charge or his representative on the part of the BHEL & the contractor.
- h) The contractor shall provide assistance with appliances and other things necessary for measurement without extra charge.

- i) If the contractor / his representative fails to attend when required for measurement, the Engineer-in-Charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- j) No advance payment or the payment for mobilization of work will be made to the contractor.
- k) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- l) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor.
- m) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- n) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
- o) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- p) All payment will be subject to deduction of taxes at source as per rules.
- q) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- r) The Service Tax shall be paid as per the quoted rate of Service Tax. No payment of Service Tax will be made if not quoted by the tenderer in the Price Format.

**20) CONTRACTOR'S OBLIGATION:**

- 1) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 2) Contractor to ensure that the workforce 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) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 6) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.

- 9) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 11) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 12) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 13) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 14) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 15) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 16) Contractor to get all his employees insured against all type of risks at his own cost.
- 17) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 18) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 19) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 20) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 21) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

**Sh. Habibul Rehman,**  
**Manager / (NBP, HR-GAX)**  
For & on behalf of "BHEL"

**UN- PRICE BID**

**Name of Work** :Modification work of walk way at BHEL Town ship Noida

**NIT** :BHE/AA/GAX/14/NB-TA/012

**Dated** : 22/12/2014

**Period of Completion** : 45 Days from date of start

S.N	Description of Item	unit	Qty.	Rate in Words (Rs)	Rate in Figure (Rs)	Amount (Rs)
1	Providing and laying in position cement concrete of Mix 1:2:4 ( 1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) excluding the cost of centering and shuttering .	cum	40.5	xxxxxxxxxx	xxxx	xxxxxx
2	Providing and laying chequered precast cement concrete tile 22 mm thick in foothpath&coutyard, jointed with neat cement slurry mix with pigment to match the shade of the tile, Including rubbing and cleaning etc complete on 20 mm thick bed of cement mortar 1:4 ( 1 cement: 4 Coarse sand). dark shade pigment using ordinary cement	sqm	540	xxxxxxxxxx	xxxx	xxxxxx
3	Providing and fixing on wall face unplasticied rigid PVC rain water pipes conforming to IS : 13592 Type A , including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion, 75 mm dia.	m	54	xxxxxxxxxx	xxxx	xxxxxx
4	<b>Sub-Total</b>					xxxxxx
5(a)	In case, as per the current status the party (service provider) is an	Service Tax (on .....% of total amount of Sl. No.4) to be payable by party (.....% ) (Rs)				xxxxxx
5(b)	<b>Individual, HUF, or partnership firm including AOP</b>	Service Tax (on.....% of total amount of Sl. No.4) to be payable by BHEL (.....% ) (Rs)				xxxxxx
6	In case as per the current status the party is a Private or Public limited Company	Service Tax (on .....% of total amount of Sl. No.4) to be payable by party (.....% ) (Rs)				xxxxxx
7(a)	<b>Total amount inclusive of Service Tax</b>	In case of Individual, HUF, or partnership firm including AOP (Total of 4 + 5a+5b) (Rs)				xxxxxx
7(b)		In case of Private or public limited Company (Total of 4+6) (Rs)				xxxxxx
<b>Grand Total in words: Rupees</b>		xx				

(Signature & seal of the contractor)

**BUSINESS RULES FOR REVERSE AUCTION**  
**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this Enquiry for the subject work with detailed scope of work as per our enquiry specification, Corp. Admin, NBP, MPL Block, HRDI complex Noida may resort to “**REVERSE AUCTION PROCEDURE**” i.e. **ONLINE 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 auction 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 (Annexure I) 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 schedule 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/email the duly signed filled-in prescribed format for price breakup including that of line items, if required, (Annexure II) 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.

**Annexure- I**

**Process Compliance Form**

(The bidders are required to print this on their company's letterhead, sign & stamp before faxing)

**To**

- M/s. {Service provider
- Postal address }

**Subject:** Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for modification work of walk way at BHEL Township, Sec-17, Noida vide NIT No.:BHE/AA/GAX/14/NBP-TA/012 Dated :22/12/2014

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure- II within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s BHEL and M/s {Service Provider}.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

- Sign this document and Fax it to M/s {Service provider} at (.....) prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

**Annexure II**

**RA Price Confirmation Breakup**

**To**

- M/s. {Service provider
- Postal address }

**CC:** M/s BHEL

**Subject:**Final price quoted during Reverse Auction, and price breakup.

Dear Sir,

We confirm that we have quoted Rs ..... for the item covered under tender enquiry No.BHE/AA/GAX/14/NBP-TA/012 **Dated** :22/12/2014. Total price of the items covered under above cited enquiry is inclusive of all the taxes & duties including Service Tax.

The breakup of total amount is given in the Price Format enclosed at **Annexure-I**

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**DECLARATION**

- I) I / We \_\_\_\_\_, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication
- II) I, \_\_\_\_\_ hereby also certify that, all the information and data furnished by me with regard to this Tender Specification No. \_\_\_\_\_ are true and complete to the best of my knowledge. I have visited the site of work and gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

**(Signature & seal of the contractor)**

Place:

Date:

**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

**TECHNICAL DETAILS**

**Rs. Lacs**

<b>TURNOVER (F.Y.)</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>

<b>EXPERIENCE</b>	<b>No. of Work</b>	<b>Value</b>	<b>Customer's Name</b>

<b>SIMILAR WORKS</b>	<b>Nature of Works</b>	<b>No. of works</b>	<b>Value</b>	<b>Customer's Name</b>

<b>EPF Registration number</b>	
<b>ESI Registration number</b>	
<b>PAN Card No.</b>	
<b>Service Tax No.</b>	
<b>TIN No.</b>	

<b>Income Tax Return (F.Y.)</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
<b>EMD Details</b>	<b>DD/ PO No.</b>	<b>Date</b>	<b>Amount</b>
<b>Details of manpower</b>			

**(Signature & seal of the contractor)**

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a canceled cheque for verification of above bank details.

**(Signature & seal of the contractor)**

**CHECK-LIST (TECHNICAL BID)  
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

<b>Sl. No.</b>	<b>Description of requirement</b>	<b>Yes/ No/NA</b>	<b>Page No.</b>
1	EMD of Rs. 20,000/- in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd” in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. AY 2011-12 , 2012-13 & 2013-14 duly certified by CA.		
4	Acknowledgement of I-T return of last three financial years i.e. AY 2011-12 , 2012-13 & 2013-14		
5	Copy of the PAN card.		
6	Copy of TIN No. registration certificate		
7	Copy of Service Tax registration certificate		
8	Copy of EPF Registration and details		
9	Copy of ESI Registration and details		
10	Declaration enclosed as per annexure enclosed		
11	No deviation certificate enclosed		
12	Technical details as per Annexure enclosed		
13	Bidder’s detail as per Annexure enclosed		
14	All the pages of tender document have been signed		
15	Sealed envelope of price bid submitted.		

**(Signature & seal of the contractor)**

## PART 'B' – PRICE BID

***(to be submitted in a separate sealed envelope)***

**ANNEXURE: H**

**Name of Work** : Modification work of walk way at BHEL Town ship Noida

**NIT** : BHE/AA/GAX/14/NB-TA/012

**Dated** : 22/12/2014

S.N	Description of Item	unit	Qty.	Rate in Words (Rs)	Rate in Figure (Rs)	Amount (Rs)
1	Providing and laying in position cement concrete of Mix 1:2:4 ( 1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) excluding the cost of centering and shuttering .	cum	40.5			
2	Providing and laying chequered precast cement concrete tile 22 mm thick in foothpath&coutyard, jointed with neat cement slurry mix with pigment to match the shade of the tile, Including rubbing and cleaning etc complete on 20 mm thick bed of cement mortar 1:4 ( 1 cement: 4 Coarse sand). dark shade pigment using ordinary cement	sqm	540			
3	Providing and fixing on wall face unplasticied rigid PVC rain water pipes conforming to IS : 13592 Type A , including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion, 75 mm dia.	m	54			
4	<b>Sub-Total</b>					
5(a)	In case, as per the current status the party (service provider) is an <b>Individual, HUF, or partnership firm including AOP</b>	Service Tax (on .....% of total amount of Sl. No.4) to be payable by party (.....% ) (Rs)				
5(b)		Service Tax (on.....% of total amount of Sl. No.4) to be payable by BHEL (.....% ) (Rs)				
6	In case as per the current status the party is a Private or Public limited Company	Service Tax (on .....% of total amount of Sl. No.4) to be payable by party (.....% ) (Rs)				
7(a)	<b>Total amount inclusive of Service Tax</b>	In case of Individual, HUF, or partnership firm including AOP (Total of 4 + 5a+5b) (Rs)				
7(b)		In case of Private or public limited Company (Total of 4+6) (Rs)				
<b>Grand Total in words: Rupees :</b>						

**(Signature & seal of the contractor)**

**CONTRACT AGREEMENT**  
**(To be issued on non- judicial stamp paper of appropriate value)**

Agreement No and Date \_\_\_\_\_  
Name of the Work \_\_\_\_\_  
Name of the Contractor with full address \_\_\_\_\_  
Value of work awarded \_\_\_\_\_  
Letter of Intent No and Date \_\_\_\_\_  
Scheduled Commencement Date \_\_\_\_\_  
Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.----- dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----executed by --

----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.----- dated ----- and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied

by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----  
and the documents specified therein.

2. Contractor's Offer No-----  
dated-----.

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. Letter of Intent No \_\_\_\_\_  
dated \_\_\_\_\_.

7. \_\_\_\_\_

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)

**PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE**

This deed of Guarentee made this .....day of ..... two thousand and ..... by .....(Bank) herein after called the " The Guarantor" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns ) in favour of M/s Bharat Heavy Electricals Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through herein after called " The Company" ( which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS .....(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. .... dt.....( herein after referred to as "the contract") for the construction of ..... with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....( Rupees ..... ) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....( Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the

correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to securities would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, ( the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be ) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs ..... ( Rupees.....). Our guarantee shall remain in force until....., i.e, ( the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time ) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at **New Delhi**.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the .....(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

( Signatory No,.....)

#### WITNESSES

1. Name and Address

2. Name and Address

#### Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.