

**BHARAT HEAVY ELECTRICALS LIMITED  
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17  
NOIDA- 201301**



**TENDER DOCUMENTS  
RATE CONTRACT PER SQM. FOR**

**WHITE WASHING, OBD AND ENAMEL PAINTING IN FLATS IN BHEL  
TOWNSHIP, SECTOR-17, NOIDA.**

**Tender Ref. No. AA:NOI:ADMN.:WW :112:2009-10  
Dated : 15.09.2009**

**CONTENTS**

- 1- Scope of Work and General Terms & Conditions
- 2 – EMD – Part A
3. Techno commercial Bid – Part B
- 4 - Price Bid - Part C

**Last date for Submission : 30.09.2009**

**NOTICE FOR INVITING LIMITED TENDER FOR RATE CONTRACT PER SQ.M. OF WHITE WASHING, OBD AND ENAMEL PAINTING IN FLATS IN BHEL TOWNSHIP, SECTOR-17, NOIDA.**

**Tender No. AA:NOI:ADMN.:WW:112:2009-10**

**Dated. 15.09.2009**

**Sealed Tenders in Two Parts bids are invited for Rate contract of White Washing, OBD and Enamel Painting in BHEL Township, sector-17, Noida. Date of submission & opening of the tender, scope of work, services and General Terms & Conditions are as under:-**

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 30.09.09 at 1400 Hrs.**

**Date of opening the tender : 30.09.09 at 1500 Hrs.**

**Venue for opening of Tender : BHEL House, Siri fort New Delhi –110049**

**SCOPE OF WORK**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty.</b>
1	Removing white or colour wash by scraping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	1,14,233.03
2	White washing with lime to give an even shade old work(one or more coats) in ceiling and stair cases.	sqm	41,356.17
3	Distempering with Oil Bound Washable Distemper of approved brand and manufacture to give an even shade (two or more coats) over and including priming coat with cement primer on walls.	sqm	72,876.86
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. one or more coats on old work .	sqm	24,095.73

**The contractors are requested to visit the above site before quoting the tender.**

## **GENERAL TERMS & CONDITIONS:**

The Company is desirous of engaging an agency for rate contact (per sqm.) of White Washing, OBD and Enamel Painting in BHEL Township sector-17, NOIDA as per scope of work.

### **1. Eligibility Criteria:**

- i) The bidders average annual financial turnover during the last three years ending 31<sup>st</sup> March'09 should be at least 13.00 lakhs.
- ii) The bidder should have experience of 7 years (31<sup>st</sup> March.'09) in successfully completion of similar work in such large Township having minimum four storied flats. Out of this the bidders should have experience of :
  - a) Three similar completed works costing not less than Rs. 25.00 Lakh.  
or
  - b) Two similar completed works costing not less than Rs. 32.00 Lakh.  
or
  - c) One similar completed works costing not less than Rs. 51.00 Lakh.
- iii) Bidder to submit the certified copies of Balance sheet and Profit & Loss account,
- iv) Bidder should have permanent EPF & ESI registration in its name. Copy of EPF & ESI account should be submitted.

Bidder should have the service tax registration no. if the services rendered by the bidder falls under the service tax net. Copy of the same should be submitted

- v) Copy of the PAN card must be submitted.

There should be no case or charge under investigation / enquiry / trial against the agency, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground.

**If any information given above is found to be incorrect at later stage, BHEL reserves the right to reject the bid submitted by bidder / cancel the award of contract.**

The decision of BHEL regarding the bids shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason whatsoever.

Note : 'Similar work' means the party should have executed the works of White wash, OBD & Enamel Painting of doors and windows in such large Township having minimum four storied flats.

## **2. EARNEST MONEY DEPOSIT:**

The bidders must submit the tenders together with a Demand Draft in favour of Bharat Heavy Electricals Ltd., payable at NOIDA on any scheduled Bank for Rs.1,00,000/- (Rupees one lakh only) towards Earnest Money Deposit (EMD).

### **Tenders not accompanied with EMD will not be accepted.**

The bidders are not entitled for any interest on the EMD deposit amount submitted with the tender. The deposit amount shall be forfeited if the bidder, after submitting his tender, backs out from his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within one week of awarding the contract. Earnest Money Deposit shall be returned to all un-successful bidders after award of work to the lowest bidder.

## **3. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful bidder. The rate of Security Deposit will be as below.

**Upto Rs. 10 lakhs 10%, above Rs. 10 lakhs upto Rs. 50 lakhs Rs. 1 Lakh.**

50% Security Deposit should be submitted by the Contractor before the start of the work. The EMD amount of successful bidder can be converted into security deposit if required by the bidder and the balance 50% security deposit can be recovered from the running bills. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor .

#### **4. Sharing of Business**

The work will be awarded to two contractors to finish the entire White Wash Work, OBD & Enamel painting at the earliest. The L1 rates will be offered to L2 bidder. In case L2 bidder did not accept the rates of L1 bidder, the entire work would be awarded to L1 bidder. **The sharing of business will be L1 bidder 60% and L2 bidder 40%.**

#### **5. PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

**The bidders must submit their tenders in three separate sealed envelopes prominently super scribed as Part-A 'EMD Deposit', Part – B 'Technical bid' and Part-C 'Price Bid', the tender no. & due date on each of the envelopes.**

**These three separate envelopes shall together be kept in fourth envelop along with EMD and this sealed cover will also be super scribed with tender no. & due date.** The sealed tender may be sent either by registered post or may be submitted personally (by hand) in the office of **Manager (HR-TAX), Estate Office, Sector – 17, NOIDA – 201301(U.P.) between 9.00 AM to 5.30 PM** on any working day till the due date.

##### **5.1 Documents to be enclosed with (Part-A & Part –B, - Envelope)**

- 5.1.1 EMD of Rs. 1,00,000/- in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. **(Part-A)**
- 5.1.2 Complete tender in all respects duly signed & stamped on each and every page by the authorised signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- 5.1.3 Copies of orders in support of proof of experience for the similar works executed by the bidders as per details mentioned in clause 1 of Terms and Conditions..
- 5.1.4 Certified copy of duly audited Balance Sheet and profits & loss Account statement for the FY 2006-07, 2007-08 & 2008-09.
- 5.1.5 Copies of acknowledge IT Returns of last three FY 2006-07, 2007-08 & 2008-09.
- 5.1.6 Copy of Pan Card.
- 5.1.7 Copies of EPF & ESI Registration certificate.

- 5.1.8 Copy of Service Tax Registration certificate. If, these services falls under the service tax net.
- 5.1.9 No deviation certificate(enclosed) should be signed and stamped.
- 5.1.10 Declaration certificate enclosed as Annexure-B with tender duly stamped & signed.
- 5.1.11 All technical details as mentioned above may please be filled in, in the enclosed Annexure 'D'.

## **5.2 Price Bid: (Part-C) as per annexure 'A'.**

- 5.2.1 Your competitive quote (per sq.mtr) inclusive of all taxes but excluding Service tax shall be filled only as per enclosed price bid format (Annexure 'A') duly signed & stamped by the authorized signatory. L-1 status of the bidder shall be decided on the basis of overall rate quoted in annexure 'A' for complete scope of work covered in the tender document.
- 5.2.2 On the day of opening of the tender - Part – A & B (Technical Bid) will only be opened in presence of the Bidders who may like to be present. The price bid of only successfully bidders (whose technical bids are found satisfactory) will be opened. The date of opening of price bid will be communicated over phone separately to the successful bidders in the technical bid. Bidders can attend the opening of Bids (Part A, B & C).

**The Contractor may visit the flats / site before submitting his offer.**  
Any queries regarding this tender may be clarified from **Manager (HR-TAX), Shri A K Mittal, Telephone No. 0120- 2517488.**

- 6 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 7 BHEL reserves the right to increase the quantum of work by plus or minus 20% of any individual item or 10% of total contract value at the same rates and terms & conditions of the contract.
- 8 Prices quoted by the party should be inclusive of all taxes etc. as prevailing on Works Contract but, excluding Service Tax and will be firm for the contract period or extended period of contract. However, the Service Tax will be reimbursed by BHEL on actual on documentary evidence only.
- 9 **Terms of Payment:**  
Payment will be made on submission of bills & verification and acceptance / measurement by BHEL. The bills shall be paid after deducting applicable taxes etc. on this contract. However, the contractor may claim the running bills also for upto the 90% of execute quantities subject to adjustment from total executed quantities / final bill.

10 Tender should be submitted along with covering letter of the party duly signed / accepted on each & every pages of the tender as per the instructions given for quoting the Technical & Price bid.

11 The successful bidder must comply all statutory labour law regulations applicable for such contract i.e. like minimum wages act, timely payment of wages etc. including taking of insurance cover for this contract. Any obligation on account of the above will be the liability of the Contractor.

**12 Period of Contract:**

**The contract shall be awarded for a period of 18 months w.e.f. the date of award of work. Price remains firm till the end of the contract.**

13 Cuttings / over writings should be avoided while quoting prices however, in case there is any cutting / over writing the authorized person should countersign the same.

14 Those bidder that are qualified for "Technical Bid" alone will be considered for opening of "Price Bid".

**15 Payments to the Contractor.**

The Contractor shall raise the monthly running bills at the end of every month. The bill shall be certified by the official in-charge of BHEL and the payments will be made within 15 days after verification and on the basis of actual measurement.

**16 Validity of Rates:**

The rates quoted should be valid for 90 days from the date of opening of the tender.

**17. Liquidated Damaged:**

In case the work is not done within the assigned period by the bidder a penalty of 1/2% per week subject to 10% of the contract value delayed will be deducted.

**18. Damaged to Property:**

During the work if any damage occurred to BHEL Property, the cost will be recovered from the vendor including administrative charges.

19. **List of Personal:**

Bidders to submit list of personal in the organization, plant & machinery and list of work in hand with value in the enclosed format.

20 **SUBLETING**

The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization without the prior written approval from BHEL.

21 **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 for scope of work as detailed in the scope of work, General terms & conditions of tender, then the same shall be referred to Arbitration and arbitrator with be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose award shall be final and binding to 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.

22 **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, loss, if any incurred by BHEL will be recovered from the Contractor.

**23 Correction of Arithmetical Errors:**

- i. Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- ii. 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;
- iii. 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.
- iv. 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 (i) and (ii) above.
- v. If any bidder does not accept the correction of errors, their bids will be disqualified.

**24 Bid Evaluation:**

The bid will be evaluated based on the total price at Sr. No 7 of the Price bid. However L1 bidder to accept the Lowest rate of each items given at Sr. No. 1 to 4.

**25. Special conditions of the contract:**

1. Only Asian paints or Berger brand oil bound distemper and enamel paint of off white (cream color) will be allowed.
2. All the materials will be approved by BHEL prior to use.
3. After white wash/OBD and enamel paint on doors & windows, the contractor will have to clean the floor, all the door & windows properly & remove all the stains to the complete satisfaction of BHEL.

4. The white wash & painting will have to be provided after giving a notice of 24 hrs. to the residents.
5. The skilled and professional man power will have to be provided to ensure good quality of work.

**The service tax will be reimbursed by BHEL at applicable rates, subject to documentary evidence.**

**(A K Mittal)**  
Manager (HR-TAX)

ANNEXURE 'A'

**BHARAT HEAVY ELECTRICALS LIMITED**  
**ESTATE OFFICE, BHEL TOWNSHIP, SECTOR - 17, NOIDA - 201301**

**TENDER No. AA:NOI:ADMN:WW:112:2008-09**

**Dated: 15.09.2009**

**PART 'B' – PRICE BID**

Sl. No.	Description of Work	Unit	Qty.	Rate per sqm	Amount
1	Removing white or colour wash by scraping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	1,14,233.03		
2	White washing with lime to give an even shade old work(one or more coats) in ceiling and stair cases,car/scooter garage.	sqm	41,356.17		
3	Distempering with Oil Bound Washable Distemper of approved brand and manufacture to give an even shade (two or more coats) over and including priming coat with cement primer on walls.	sqm	72,876.86		
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. one or more coats on old work .	sqm	24,095.73		
5	<b>Total</b>				
6	<b>Less: Discount If any</b>				
7	<b>Total Net Value</b>				
8	<b>Service Tax amount</b>				
9	<b>Grand total value inclusive of Service Tax</b>				
<b>Amount in words:</b>					

The above rates are inclusive of all taxes but excluding Service Tax.

**Sharing of Business : L-1 60% & L-2 40%.as per Clause 4**

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

**Note :**

1. The contractor has to quote their competitive composite item rate carefully without any cutting for complete scope of work covered in the tender document.

**ANNEXURE 'B'**

**DECLARATION**

I / We hereby declare that I/We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Signature  
(Name & Address of the Bid with official seal)

Place:

Date:

**Annexure - C**

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

Tender No. AA:NOI:ADMN.: Poly:112:2009-10

Date: 15.09.2009

**Acceptance / Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the scope of work properly and shall be carried out White washed , OBD & Enamel painting work as mentioned in this tender enquiry.

Or

We hereby accept all terms and conditions of the above tender except the followings:

- 1.
- 2.
- 3.

Signature

With name, Designation & seal of the firm

**TECHNICAL DETAILS**

Rs. Lacs

<b>TURNOVER</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>

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

<b>SIMILAR WORKS</b>	<b>White washed work done</b>	<b>No. of work</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>Income Tax Return</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>

EMD Details	Cheque No.	Date	Amount
Details of manpower			

**Note: Copy of challan, with Name of the worker to be attached.**

Equipment List	
----------------	--

Work in hand and value(Name of the customer also to be given)	
---	--

Service Tax No.	
-----------------	--

Note	Copies of all documents to be attached.
------	---

Signature  
With name, Designation & seal of the firm