

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560 026

FACTORY SERVICES

NOTICE INVITING TENDERS

1. TENDER NUMBER : BHE/315/09/2553/14 dt:24/08/2009
2. NAME OF WORK : PROVIDING CONSULTANCY SERVICE FOR CIVIL, ELECTRICAL, AIR CONDITIONING AND OTHER ALLIED SERVICES FOR PROPOSED 20,000MW PROJECT BHEL-EDN/ESD PREMISES
3. CONSULTANCY COST : Rs.45.00 Lakhs (APPROX.)
4. EARNEST MONEY DEPOSIT : Rs.1.00 Lakh
6. LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED INTENDER DOCUMENT : BEFORE 3.00 P:M ON 18-09-2009
7. PLACE OF SUBMISSION OF TENDER DOCUMENT : AT THE RECEPTION TENDER BOX / FACTORY SERVICE, BHEL / ELECTRONICS DIVISION, MYSOREROAD, BANGALORE -560 026.
8. DATE AND TIME (TECHNICAL BID OPENING) : ON 18-09-2009 AT 3.15PM

EMPLOYER

NOTE: (i) The Tenderer shall return the duly filled in Tender document after affixing signature on all pages and submit.

TO,
SR.DGM / FACTORY SERVICE
BHEL – ELECTRONIC DIVISION
MYSORE ROAD
BANGALORE – 560026.

- (ii) In case of Bulky Documents handover to
Mr. M.G.Afser Khan
Manager/Civil
(Contact Internal Tel No. 8401, Mob. 9900541232)

Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560 026

Tender Document

FOR

PROVIDING CONSULTANCY SERVICE FOR CIVIL,
ELECTRICAL, AIR CONDITIONING AND OTHER ALLIED
SERVICES FOR PROPOSED 20,000MW PROJECT AT
BHEL-EDN/ESD PREMISES

TECHNICAL BID

DATE OF OPENING

18/09/2009

Part – A	Technical cum Commercial Bid	26 Pages
Part – B	Price Bid	10 Pages

Note: Part – A: To be submitted in a separate sealed cover along with Earnest Money Deposit of Rs.1.00Lakh.

Part – B: To be submitted in a separate sealed cover.

Part-A & Part-B sealed covers should be put in outer envelope and Super scribing the Name of work and Name & Address of the Consultant.

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560 026

PART-A

TENDER ENQUIRY NO: BHE/315/09/2553/14

Dt.24/08/2009

TECHNICAL BID

Providing Consultancy Service for Civil, Electrical, Air conditioning and other allied services for proposed 20,000mw project BHEL-EDN/ESD Premises

- 1. **Consultancy Service Estimate Cost** : **Rs.45.00 Lakhs(Approximate)**
- 2. Proposed Activities-ANNEXURE-I : Sl. No 01 to 06 (enclosed)
- 3. Stipulation time period : Time cycle as per the discretion of the BHEL.
(As specified in the respective work orders)
- 4. Details to be furnished:

(a) Name of Agency / Firm

(b) Nationality Indian Other

(c) Address i) Regd Office.....
.....
.....

ii) Head Office.....
.....
.....

5. i) Telephone Number : Office :

Residence :

Mobile No:

ii) Fax No. :

iii) E-Mail Address :

- 6. Constitution : Individual Sole Proprietorship Concern
- Partnership Firm Public Ltd. Company
- Private Ltd. Company

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EMPLOYER

7. If partnership firm, names of the partners/ If Company, name of directors

- 1..... 2.....
- 3..... 4.....
- 5..... 6.....

8. Is the Individual/ sole Proprietor/ any partner /director of company:

- (a) Dismissed Government Servant Yes No
- (b) Removed from approved list of consultants Yes No
- (c) Demoted to a lower class of consultants Yes No
- (d) Having business banned/suspended by any government in the past Yes No
- (e) Convicted by a court of law Yes No
- (f) Retired engineer/official from engineering dept. of Govt. of India within last Two years Yes No
- (g) Director or partner of any other Company/firm enlisted with CPWD or any other department Yes No
- (h) Member of Parliament or any State Legislative Assembly Yes No

If answer to any of the above is 'Yes', furnish details on a separate sheet

9. (a) Name of person holding power of attoney

(b) Nationality Indian Other

(c) Liabilities

10. Name of Bankers with full address

11. Place of business

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12. Full time technical staff in applicant's employment Nos.
- (a) Graduate engineers with minimum 10 years experience
 - (b) Graduate engineers with minimum 5 years experience (excluding (a) above)
 - (c) Diploma engineers with minimum 5 years experience
 - (d) Graduate or Post Graduate in Agricultural Sciences
 - (e) Architects
 - (f) Interior Decorators
 - (g) Valuers

In the field of civil, electrical utility and Air conditioning system designing

13. (a) Whether already enlisted with BHEL or any other department Yes No
- (b) If Yes, give details:
- (i) Name of department
 - (ii) Class & Category
 - (iii) Enlistment authority & address
 - (iv) Enlistment No. & date
 - (v) Date of validity

14. Is any person working with the applicant is a near relative of the officer/official of BHEL If Yes, give detail Yes No

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ELIGIBILITY CRITERIA's

Sl. No	PARTICULARS	TO BE TICK BY BIDDERS
A		
1.0	Copy of PAN/GIR No. Registration Certificate Issued by Income Tax Authority	Furnished/Not furnished
1.1	Certificate of TIN Number	Furnished/Not furnished
1.2	Balance Sheet for the last THREE Years	Furnished/Not furnished
1.3	AVERAGE ANNUAL TURNOVER for the THREE Years, ending 3 rd March of the previous financial year should be at least 30% of the Estimated Cost / Tender Value	Furnished/Not furnished
1.4	Income Tax Returns for the last THREE Years	Furnished/Not furnished
1.5	Latest Bankers Solvency Certificate Issued NOT LESS THAN SIX MONTHS before the date of our Tender Enquiry, from Nationalized / Scheduled Bank (Not less than 10% of the Tender Value / Estimated Cost)	Furnished/Not furnished
B 1.0	<p>Experience Certificate from the clients for the successfully completed similar works in respect of Civil/Electrical/ Air conditioning and allied services during last 7 Years ending last day of the month previous to the one in which applications are invited should be either of the following.</p> <p>a) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>c) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p>	<p>Furnished/Not furnished</p> <p>Furnished/Not furnished</p> <p>Furnished/Not furnished</p>

C		
1.0	Whether Registered with ESI/PF Authority	Yes/No
1.1	If yes, indicate PF Registration No..... (Copy of last month contribution paid receipt to be enclosed)	Yes/No Enclosed/Not Enclosed
1.2	If Yes, indicate ESI Registration No..... (Copy of last month contribution paid receipt to be enclosed)	Yes/No Enclosed/Not Enclosed
1.3	If No, Is the consultant willing to pay the ESI and PF contribution for the subject work under BHEL sub code. (Acceptable by BHEL as per the rules and guide lines of the statutory authorities)	Yes/No
D		
1.0	Whether the agency / firm posses valid license from the state Govt Authorities /Registration with any other Govt of India Public sectors companies (If yes furnish the copies).	Yes/No
1.2	Is the cost of Tender document fee paid. (If the Tender Document is downloaded from BHEL Website, Is the Tender Document fee enclosed with the Techno Commercial Bid in the form of DD drawn in favor of "BHEL EDN, Bangalore")	Enclosed/Not Enclosed
1.3	Earnest Money Deposit (EMD): Rs.1.00Lakh shall be payable in the form of DD along with Technical Bid. (Successful tenders amount will be retained till the completion of project) i) Cash/Payment/DD No :Dt..... ii) Issuing Bank and Branch : iii) Branch drawn upon : iv) In whose favour drawn :	Furnished/Not furnished

Instructions : Technical Bids if found deficient in any respect are liable for rejection without further correspondence.

No. of Document attached :

Date :

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ANNEXURE – I

Ref Tender Enquiry No :BHE/315/09/2553/14

dt.24/08/2009

Providing Consultancy Service for Civil, Electrical, Air conditioning and other allied services for proposed 20,000mw project BHEL-EDN/ESD Premises

SL. NO	TITLE OF PROPOSALS	TYPE OF BLDG	APPROX. AREA IN SQM	CATEGORIES
	AT BHEL-ESD PREMISES			
01	Building for Production Block	RCC Framed structure	6210	(i) Civil (ii) Air conditioning
02	Building for Engineering Block	RCC Framed structure	2000	(i) Civil
03	Building for Multi-level Car Parking	RCC Framed structure	1384	(i) Civil
04	DG set with synchronization with other DG sets and utility grid			(i) Electrical & allied works
	AT BHEL-EDN PREMISES			
05	Building over existing Stores Complex (2 nd Floor)	RCC Framed structure	2000	(i) Civil
06	Building over existing Module Cleaning (1 st Floor)	RCC Framed structure	167	(i) Civil

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Bharat Heavy Electricals Limited

ELECTRONICS DIVISION

INSTRUCTION TO TENDERER

1. Sealed Tender for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. (a) Tenders should be addressed to the SDGM/CIVIL/FS Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026. In two separate sealed cover for “ Technical cum Commercial Bid” and Price Bid duly superscribed and put in a outer envelope, superscribing the Name of work and Name and address of the Tender.
(b) The local address of the Contractors, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number (both office and residence) and telex numbers.
3. All entries in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
4. Tenders shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
5. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer.
7. In quoting rates, the tenderer are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. (a) The rate quoted in the tender shall remain valid for a period of ‘ THREE MONTHS’ from the date of opening tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of contract in case his tender is accepted.

9. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the contract does not vary by more than 20% (Twenty percent)
10. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
11. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially effect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
12. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.
13. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
14. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.
15. The Earnest money deposit may be furnished in any of the following forms:
 - a) Cash.
 - b) Pay order.
 - c) Demand Draft in favour of BHEL EDN, Bangalore – 560026.
16. Unless the contractor whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of the tender withdrawn.

17. If after opening of tenders a tenderer revokes his tender or increase his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer –in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on value of the contract so awarded.
18. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason there of. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered approximately by the accepting authority.
19. Conditional and Unsigned tenders, tender containing absurd rates and amounts, tenderer which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
21. The Contractors not borne on the approved list of Contractors of this organization must submitted the following testimonials simultaneously with their tender superscribed. These testimonials shall be signed by the person(s) issuing the same indicating their name designation and full address.
 - a) A certificate to establish that the tenderer is an independent contractor working on his own.
 - b) A certificate from the Bank of standing (Solvency as required in technical Bid) regarding the tenderer financial position.
20. The tenders should be accomplished by a list of Contractors already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - a) Name of the work, value and address.
 - b) The balance work remaining to be done on the same.
21. Tenders submitted by the post should be sent by “Registered Post with acknowledgement due”. These should be posted with due consideration of any delay in postal delivery. Tenders received after the due date of opening tenders are liable to be rejected.
22. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
23. If tenderer expires after the submission of the tender or acceptance of his tender, the BHEL, may at their discretion cancel such tender.
If a partner of a firm expires after the submission the tender, after the acceptance of tender, BHEL, may cancel such tenders at their discretion unless the firm retains its character/s.

24. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition firm made subsequent to execution of contract. They 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.
25. If the tenderer deliberately gives wrong information on his tender, the BHEL reserves the right to reject such tender at any stage.
26. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
27. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
28. The expenses for completing the stamping agreement shall be paid by the contractor.
29. Unless or otherwise stated above tendered work includes Civil, Electrical, Air-conditioning, etc, as agreed to in the contract.
30. After completing of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
31. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
32. Should a tenderer or a contractor on the list of approved contractors has a relative or in the case of firm or Company of Contractors any of its share holders relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Banalore-26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
33. These 'INSTRUCTIONS TO TENDERERS' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20,38 and 58 of BHEL G.C.C). The Contractor has to obtain, at his cost, a copy of the BHE: GCC,. Scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC.
34. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
35. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies like ESI, PF, VIGILANCE etc.,

BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD, BANGALORE-560 026

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

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**SAFETY CODE TO BE INCORPORATED IN THE TENDER DOCUMENTS.
RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorised BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:-Safety Helmets conforming to IS-2925: 1984.
 - (i) Safety Belts conforming to IS-3521: 1983.
 - (ii) Safety Shoes conforming to IS-1989: 1978.
 - (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
 - (iv) Hand and body protection devices conforming to:
 - IS-2573: 1975
 - IS-6994: 1973
 - IS-8807: 1978
 - IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

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All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., Prior approval to the authorised BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorised BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the job.

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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions of Contract.

2. SCOPE OF WORK

- a) To conduct reconnaissance survey at site for the proposed works.
- b) To conduct the field tests for obtaining Geo-technical data for designing the building structures.
- c) To conduct stability test for the existing building to ascertain stability of the building for the vertical expansion.
- d) To furnish survey sketch and drawings showing plan, elevation and cross section details of the proposed building inline with norms and guidelines of statutory bodies approvals.
- e) Compliance of application forms and furnishing detail drawings to the statutory bodies such as BBMP/Keonics/KIADB/Inspector of Factory/Pollution control Board to submit for obtaining approvals/NOCS.
- f) To fix the responsibility of obtaining clearance/NOC form the BBMP / Keonics/ KIADB/ Inspector of Factories.
- g) To carry out analysis and design of the building and allied works as directed/desiers by BHEL.
- h) To furnish detail reports/datas and relevant drawings for execution of works.
- i) To carry out periodical inspection at site,during the exection period to resolve technical issues from time to time.

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3. SITE CONDITIONS

- a) Before tendering the Contractor shall get himself/themselves acquainted with site conditions such as the location and transport facilities to site of work etc,. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions.
- b) The site of work is within ESD Factory premises and EDN factory premises, which are 26KM away from each other,.

4. RATES

The rates to be quoted are intended to provide for works duly and properly completed in accorded with the general and special conditions of contract and specifications and drawings together with such alteration and or conditions as may be required / ordered without prejudice to the generality thereof shall include for detail of construction which are obviously and fairly intended and which may not have been specifically referred in these documents and working drawings and but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover internal the followings.

- a) Arrangements for obtaining the clearance wherever required from statutory bodies, regarding license for construction of buildings. The various items rates quoted in the schedule shall be deemed include the above services and no separate payments shall be made towards these. The official fees to the statutory bodies will be paid/reimbursed by BHEL against the receipt/Demands.

5. Quantity

The probable quantities of the several items of work are furnished in the schedule of quantities. It must be clearly understood that neither the probable quantities nor the value of individual items nor the aggregate value of the entire work shall be binding on the Employer/Engineer does not in any way assure the contractor or Guarantee that the said probable quantities are correct or that the work will correspond to these. The Employer/Engineer reserve the right to omit, vary or add to the item/work described in the schedule, of quantities and no claim for compensation will be entertaining on this account.

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6. Variation/Deviation in quantities

The contractor shall not make any alteration in addition to or omission from the work as described in the tender document except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in the contract.

The rates quoted are firm for deviation subject to minimum of (-) 20% and maximum (+) 20% of the total value of work awarded. Deviation beyond the above limits is subject to the standard terms and conditions of BHEL.

7. INTERRUPTION TO THE WORKS: -

In quoting the rates/prices the Contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non-supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions will be entertained on any account.

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EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause 7,9 and 41 of BHEL General Conditions of Contract.

8. COMPLETION OF WORK AND MEASUREMENT

- a) All work shall be carried out according to authorized mode of measurement..
- b) All work shall be measured in accordance with the applicable standard method of measurements prescribed by the Indian Standard Institution (1200 latest edition) unless otherwise specified.
- c) On completion of the work, the Contractor must submit to the Engineer the following documents for passing of works.
 - i) A copy of the working drawing showing thereon all addition and alterations in the process of execution.
 - ii) A certificate for embedded and covered up works as in sub-para (C) above
- d) The authorized Contractors representative and a representative of the Employer shall jointly sign a certificate of handing over any completed work and date of signature of that certificate will be that the date from which the maintenance period of that unit will reckoned.

9. STATUTORY DEDUCTION TOWARD INCOME TAX WILL BE MADE as per rules.

In respect of all labour directly or indirectly employed on the work by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 or any amendment thereof and all legislations and rules of the State and or Central Government or other Authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of the register etc., will be deemed to be part of the contract.

10. TIME OF COMPLETION

The date of commencement of work shall be counted from the date of handing over the site to the contractor. It may be clearly understood that time is the essence of the contract and the entire work should be completed within the time imposed in the tender document letter of intent.

11. The management's of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non compliance with any of the terms & conditions of the contract by the contractor. The management of BHEL shall have the right to terminate the contractor forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the Earnest Money Deposit/Security Deposit paid by the contractor shall stand forfeited.

LIST OF INDIAN STANDARD

Following is the list of various Indian Standards,
Relevant to the Civil Engg., work to be incorporated in the civil tender documents

1. EARTH WORK

IS 1200-1974, Method Part I Earthwork, Measurement of Building, and Civil Engineering works, and chapter No.2 of CPWD/specification 1977.

2. MORTAR (PLASTERING)

- 1) IS 2394-1965. Code of practice for application of lime plaster finish.
- 2) IS 1661-1972. Code of practice for application of cement lime plaster finish.
- 3) IS 2402-1963. Code of practice for external rendered finishes.

3. CONCRETE WORK & RCC WORK

- 1) IS 456-1964. Code of practice for plain and reinforced concrete.
- 2) IS 432(part 1) –1966. Mild steel and medium tensile steel bars.
- 3) IS 1766-1866-Cold twisted steel bars for concrete reinforcement.

4. BRICK WORK

- 1) IS 2212-1962-Code of practice for brick work.

5. STONE WORK

- 1) IS 1597-code of practice for construction of stone masonry.

6. MARBLE WORK

- 1) IS 1124-1974 Methods of test for water absorption of natural building works.

7. STEEL WORK

- 1) IS 800-1962-Code of practice for use of structural steel in general building construction.
- 2) IS 1308-1975-Steels doors, windows and ventilators
- 3) IS 1081-1960-Code of practice for fixing glazing of metal (steel & aluminium doors, windows & ventilators)
- 4) IS 1161-1968-Steel tubes for structural purposes.
- 5) IS 4351-1967-Steel doorframes.
- 6) IS-6245-5245-1971-Metal rolling shutters and rolling grills.

8. FLOORING

- 1) IS 2114-1962-Code of practice for laying in situ tarrazo floor finish.
- 2) IS 2571-1971-Code of practice for in situ cement concrete flooring.
- 3) IS 5313-1969-code of practice of lying of flexible P.V.C. sheet & tiles flooring.

9. ROOFING

- 1) IS 3007(pt-I)-1964-code of practice of lying of corrugated cement sheets.

10. FINISHING

- 1) IS 133-1975-Enamel, Interior (a) under coating (b) Finishing colour as required.
- 2) IS 348-1966-French Polish.
- 3) IS 427-1965-Distemper, dry colour as required.
- 4) IS 425-1969-Distemper, oil emulsion as required.
- 5) IS 5410-1969-Cement paint, Colour as required.
- 6) IS 5011 (pt.1)-1969-Plastic emulsion paint for interior use.
- 7) IS 6278-1971 code of practice for white washing & colour washing.

11. DEMOLISION AND DISMANTILING.

- 1) IS 1200 (pt XVIIIO-1974-Method of measurements of demolition and dismantling.

12. SAFETY CODE

- 1) IS 5915-1970-Safety code for construction including use of hot bituminous materials.
- 2) IS 4130-1970-Safety code for demolition of building.
- 3) IS 3754-1966-Safety code for excavation works.
- 4) IS 3606(Pt-I)-1966-Safety code for Scaffolds.

APPROVED BRAND OF PAINTS TO BE USED

1. DISTEMPER

BRAND: - ASIAN, BERGER, BRITISH PAINTS, JENSON & NICHOLSON, NEROLAC or Equivalent.

2. SYNTHETIC ENAMEL PAINT

ASIAN (APCOLITE SHILIMAR, BRITISH, JENSON & NICHOLSON, NEROLAC, BERGER or Equivalent

3. PLASTIC EMULSION

BRITISH, NEROLAC, JENSON & NECHOLSON, BERGER or Equivalent.

4. WATER PROOF CEMENT PAINT

SUPER SNOWCEM or Equivalent.

A) DISTEMPERING ON NEW SURFACE. (OILBOUND)

1. COAT OF PRIMER 0.07 Ltrs/Sqm (one coat)
2. COAT OF DISTEMPER 0.10 kg/Sqm (2 coats)

DISTEMPERING WITHOUT PRIMER

FOR 1 COAT	.....	0.10 Kg/Sqm (For 1 coat)
FOR 2 COATS	.....	0.15 Kg/Sqm (For 2 coats)

B) SYNTHETIC ENAMEL PAINT.

a) ON NEW SURFACE	... PRIMER	....	0.09 Litre/Sqm (For 1 coat)
ENAMEL PAINT	(2 COATS)	....	0.15 Litre/Sqm (For 2 coats)
b) ON SURFACE			
2 COATS WITHOUT PRIMER	...		0.20 Litre/Sqm
1 COAT	....		0.10 Litre/Sqm
c) WATER PROOF CEMENT PAINT			
1 COAT	...		0.18 Kg/Sqm
2 COAT	...		0.30 Kg/Sqm
d) PLASTING EMULSION PAINT:			
2 COATS OF PLASTIC EMULSION	....		0.09 Litre/Sqm
1 COAT OF PLASTIC EMULSION	....		0.073 Litre/Sqm
<u>ON NEW SURFACE</u>			
1 COAT PLASTIC FIX PRIMER	...		0.081 Litre/Sqm
2 COATS PLASTIC EMULSION	...		0.09 Litre/Sqm

However the co-efficient should be not less than the manufacturer's recommendations.

LIST OF MATERIALS OF APPROVED BRAND OF MANUFACTURERS

1. Cast Iron Pipes : a) Indo-Swedish Pipe Mfg. Co.ltd.,]
b) Bengal Iron Foundry
c) Hindustan Engineering Products or
Equivalent.
2. G.I.Pipes : TATA, Zenith, Surya prakash or Equivalent
3. G.I.FITTINGS : R Brand, TATA or Equivalent
4. C.P.FITTINGS : Ark ESS ESS, plumber
Driploss or Equivalent
5. Gun Metal Valves : Leader
Neta or Equivalent.
6. W.C.pans, wash basins,)
Toilet paper holder,)
Soap trays, Urinals and)
Auto Flushing tanks.) : Hindustan, parry were
Cera Neycer.
7. W.C.Seats : Commander
Bestolite or Equivalent

8. Flushing Cisterns : Hindustan, Sea shell or Equivalent
9. Mirrors : Atul Glass Works, warrior or equivalent.
10. Stoneware Pipes : Dalmia
Mysore Stoneware Pipe & Co.,
Andhra Pradesh Stoneware Pipe company
11. Door Shutters : Kutty Flush Doors and furnishers Co.,
Commercial ply teak Mysore Plywood or equivalent
Veneered flush shutters Nikky
With ISI make. Assam or Equivalent
12. Door framed cold rolled : NSL section T.I. Section or
framed sheet sections equivalent.
conformed sheet to
IS 4351-1976.
13. Commercial fly/teak : Anchor, Mafatlal, Arch, National or equivalent.
Veneered ply block board.
14. Steel windows with : 1) M/s Madhy Industries
shutter frame. 2) M/s Eswari Enterprises, Rajajinagar
3) M/s Chamundi Fabricators & Engg.,
4) M/s Prabhu and Co., (ACEW)
15. Rolling shutters : Kohinoor,
Hericles or Equivalent.
16. Bottle traps. : a) Orient &
b) ARK or equivalent.
17. PVC pipes : a) Oriplast
b) Prince
c) Premier
d) Finolex
18. Aluminium Sections : a) Indal
b) Zindal or Equivalent
19. Cement : a) ZUARI
b) ACC
c) CORMANDALA
d) L&T/ULTRATECH
e) BIRLA or EQUIVALENT
f) RASSI
20. Reinforcement steel : a) SAIL
b) TISCO
c) VISL

N.B All equivalent materials shall have to be approved from the Engineering-in charge before being used.

FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

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CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employer of BHEL or an employer of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560 026

PART-B

Tender Enquiry No:BHE/315/09/2553/14 Dt.24th Aug 2009

PRICE BID

(To be submitted in separate sealed cover)

**PROVIDING CONSULTANCY SERVICES FOR CIVIL, ELECTRICAL,
AIR CONDITIONING AND OTHER ALLIED SERVICES FOR
PROPOSED 20,000MW PROJECTS AT
BHEL-EDN PREMISES.**

(Page Nos from 26 to 35, Total Numbers of page 10)

ANNEXURE-II

Ref: Tender Enquiry no: BHE/315/09/2553/14

Dt:24/08/2009

Providing consultancy service contract for various activities such as Civil/Electrical/Air condition & other works for the 20,000MW project at BHEL-EDN/ESD Factory Premises.

SCHEDULE OF WORK:

Sl. No	Description	Consultancy FEE's to be quoted for the activities A, B & C in Lakhs	
		Amount	
		In figures	In words
	Providing consultancy services for the various activities such as Civil/Electrical/Air Condition & Allied works and service's as desired by the BHEL. The proposal is to construct RCC framed structure buildings to facilitate production space, for the proposed 20,000MW project's at BHEL-EDN/ESD premises. The details of Consultancy service required for the following activities as under		
A	<u>CIVIL & SERVICES</u>		
1)	To conduct reconnaissance survey at proposed location of the buildings/ conducting field test/preparation of survey sketch/contour maps/ block level and collection of technical data's for analysis & design of the buildings.		
2)	Preparation of proposed buildings preliminary layout drawings in line with users requirements and furnishing the same for approvals of the competent authorities.		
3)	Finalization of buildings layout drawings in consultation with BHEL authority/ conducting existing buildings structural stability tests/ analysis & design of buildings based on the available field technical data's/structural details		
4)	To providing survey sketch of the proposed buildings including contour maps/block levels/field test reports/existing buildings structural stability reports/ analysis & design buildings including proof checking from the technical experts as desires by BHEL.		
5)	Preparation and submission of proposed building plans/ elevations/ cross section/ layouts/other relevant data's, including filling & submission of application forms to comply statutory bodies requirements and obtain NOCs/approvals from BBMP/ Keonics/ Inspector of Factories authorities/Building license's(statutory fees shall be borne by BHEL)		

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6)	Preparation and furnishing the building detailed structural designs/ drawings/ estimates/ schedules of items/tender documents and other relevant requisite data's as desires by BHEL to float the tender enquiries.		
7)	The Consultant shall provide volumetric/control concrete-Mix design data's as per the required grade/ strength for approval & clearance.		
8)	Preparation and furnishing requisite sets of buildings layouts/ architectural/ elevation/ structural components design data's / cross sections/ bar bending schedules, including toilet/ lifts/ stair case/fire escape stairs/ retaining structures / partitions/ doors/ windows/ ventilators etc as desires by BHEL.		
9)	Establishment of local consultancy office for easy monitoring/ interaction/ discussions/ periodical inspections/ clarifications etc., till the completion of projects and also deputing technical experts at sites for periodical inspection and clearance during the execution period.		
10)	Preparation and submission as built buildings drawings and furnish a Certificate for the satisfactory completion of the respective activities including bill of quantities of works carried out at sites as recorded in the measurement books.		
11)	Time is essential for the all the activities as allocated by BHEL.		
B.	<u>ELECTRICAL AND SERVICES</u>		
1)	To prepare specifications for a suitable DG set to meet the requirement of additional load of the factory arising out of the expansion scheme for meeting enhanced production targets. The selected scheme shall be techno-economically justified and fit into the existing scheme, with necessary facilities for synchronization with other DG sets and with the utility grid for optimum and efficient utilization.		
2)	To prepare bill of materials/ quantities, estimates and data sheets, backed up with manufactures/dealers price lists/quotations for items involved.		

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3)	To prepare specifications, BOM/BOQ, drawings etc, for tendering and obtaining approvals from relevant statutory authorities, like Electrical Inspectorate/CEA, Directorate of Factories, BESCO, Pollution Control Board, etc.		
C.	<u>AIR CONDITIONING AND SERVICES</u>		
1)	To design suitable air conditioning for the production building proposed for meeting enhanced production targets. The selected scheme shall be techno-economically justified, and the scheme to be proposed by the consultant should be a proven one in reputed establishment.		
2)	To prepare bill of materials/quantities, estimates and data sheets, backed up with manufactures/ dealers price lists/quotations for items involved.		
3)	To prepare specifications, BOM, BOQ, drawings etc, for tendering.		
	TOTAL COST (A+B+C)		

(Rupees in words:
Only)

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ANNEXURE- III

CONSULTANCY SERVICES FOR CIVIL/ELECTRICAL/AIR CONDITION & ALLIED ACTIVITIES AT BHEL EDN/ESD PREMISES.

SCOPE OF CONTRACTS:

The consultancy services contracts for the proposal's shall include the following:

1. The scope of works covered under this consultancy service contracts for the activities such as Civil, Architects, Interior Decoration , Air condition, water supply, drainages, roads, Fire hydrant system, DGs, Fire alarm System & other allied service lines as desires by BHEL within the allocated time frame.
2. To interact with BHEL and collect inputs from BHEL and collect inputs from BHEL Engineers regarding various services required and the existing system in BHEL.
3. To prepare survey sketch/Contour Maps/ Block levels/ Site plan/ landscaping works incorporating the existing details/data's at proposed site locations & submission for approval & clearance of the BHEL authorities. In the case of DG set and air conditioning consultant to prepare drawings and make presentations on the alternative proposals and obtain clearance for the proposal.
4. To prepare all activities preliminary drawings/ designs/Cross section/ Architectural/ outline specification's/ preliminary estimates based on the user requirements & to obtain the clearance of the BHEL authorities to proceed further. In the case of DG sets and air conditioning, consultant to prepare specification, bills of materials and quantities, schematic drawings, design calculations, estimates and data sheets backed up by manufacture's/dealers price lists /quotation for the items involved including layout drawings, till receipt of approval for BHEL.
5. Preparation of scheme's for the finalized activities including layout drawings/Architectural/cross section/design/schedule item specification/ estimates. Also carrying out necessary revisions till receipt of approval by the competent authority & submission of scheme's for various activities as desired by BHEL.
6. To prepare relevant activities of detailed designs/ drawings/ Layout/ Architectural data's/Elevations/Cross sections/specifications/schedule including bill of quantities /bar bending schedule's & submission of tender document as desired by BHEL to float tender enquiries.
7. To prepare & furnish the requisite sets of finalized schemes layout/ Architectural/ Elevation/ Interior decoration /cross-section detail drawings in line with norms & guidelines to obtain NOCs/ Approvals/ sanction/license from the statutory bodies, including submission of relevant application forms. In case of DG set and air conditioning, consultant to prepare and submit requisite number of copies of Tender Documents both in soft (Non-editable) and hard prints, comprising of NIT, G.C.C, BOM/BOQ, drawings, specifications, list of approved makers and also to liaise with statutory bodies for obtaining relevant approvals such as Electrical Inspector/CEA, BESCO, KSPCB

8. To conduct technical analysis & furnish the relevant Existing Buildings stability Test reports/ designs & Buildings Analysis report/field test reports/ calculation data's/ Items schedules including proof checks report from technical experts as directed & desired by BHEL within the allocated time frame.
9. To furnish the relevant activities requisite sets of final designs drawings Layouts/ Architectural / Elevations details / cross section / various structural membrane design data's & details of partitions/ doors/ windows/ ventilators /lifts/stair cases / toilets/Allied service lines etc., as desires by the BHEL. To co-ordinate with BHEL, if necessary during elevation of technical offers.
10. To conduct periodical supervision of the activities to ensure that works is being carried out strictly in accordance with designs/ drawings/specifications/ structural data's till the completion of all the activities as directed & co-ordinate with the contractor to resolve any clarification arising during the course of execution of work at site with the approval of BHEL authorities. To conduct periodical visits to inspect the works and check if the works are being carried out in line with the specifications, and resolve any problem that may arise during execution. They shall certify the work for adherence to specification.
11. The Consultant fully responsible for both Design & calculations of the activities.
12. The Consultant have to examine their Design calculations through competent technical Experts/agencies as approved by the BHEL at their own cost and furnish the relevant Works design analysis reports/Technical analysis data's /calculation's/ stability analysis report's/Design drawings within allocated time frame.
13. The Consultant shall provide bar bending schedule/relevant structural data's for all the RCC structural works/ other activities within the allocated time frame.
14. The Consultant shall provide volumetric/control concrete-Mix design data's as per the required grade/ strength for approval & clearance.
15. All the relevant activities Technical data's/ Designs/ drawings/ Allied details shall be fully made available & submitted to the respective group at appropriate time, before commencement of activities at respective sites.
16. To prepare & submit five complete sets of all the activities as built drawings/Instruction Manuals along with reproducible' s of all the drawings including CDs.
17. The Consultant shall furnish a Certificate for the satisfactory completion of the respective activities including bill of quantities of works carried out at sites as recorded in the measurement books.
18. Any deviation/Extra works shall be mutually discussed and agreed upon in line with procedural guideline with supporting data's as desires by BHEL for approvals & clearance.

TERMS AND CONDITIONS

A. SCALE OF FEES

The employer will pay the remuneration for the service to be rendered by the consultants for the above said work at the rates quoted by them on the “actual cost of the work” and “finally accepted” by the BHEL. The “actual cost of the work” for this purpose shall exclude the cost of land, cost of such equipments and plants which the building is designed to house as well as all types of work with which the consultant are not directly concerned or involved or rendered their services. The cost shall include the cost of all the materials supplied by the employer for the construction but exclude the statutory increase of prices of materials within the specified project period. The total remuneration payable for the services to be rendered by the consultant under this contract however shall not exceed 1.3 times of the remuneration arrived at on multiplying the accepted rate by the bare estimate cost of the work as finally vetted and accepted by BHEL based on CPWD-SR updated rates/Actual final bill value of the respective activities

B. MODE OF PAYMENT'S:

- 1) Proposed project's conducting reconnaissance survey at respective location's , preparation and furnishing detailed survey sketch of the respective activities/ buildings/contour Maps/Block levels/ Field test reports including Factory layout drawings as desires by BHEL within the allocated time frame. → 05%
- 2) Preparation & furnishing proposed building preliminary Layout's/ Architectural/Cross-Sectional/Interior Decorations/Block estimate's /Schedule of items Specification/Other relevant data's as desires by BHEL for approval and clearance. → 05%
- 3) Preparation and furnishing feasibility report for submission and approval of BHEL authority's. The reports shall be consisting of finalized Designs / Drawings / layouts / Architectural data's/ Interior Decorations /Structural Elevation /Cross-Sections / Schedules / Estimates/Tender document's and other relevant data's as desires by BHEL with in allocated time frame. → 10%
- 4) Preparation and submission of approval drawings including filling applications format's to obtain NOC's from statutory bodies namely BBMP/ KIADB/BWSSB/BESCOM/Pollution Control Board/Airport Authority's/Dept of tele communication/ Industrial Board/Inspector of Factories etc. Also obtain approval's of Building Licenses from the jurisdictions statutory bodies as desire's by the BHEL within allocated time frame → 10%

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- 5) Preparation and furnishing proposed buildings finalized layouts/ Elevation of Structural Membranes /Cross-section/ Architectural/Interior's/structural Design details/ drawings/ Bar bending schedules/ Activity schedules as desires by the BHEL with in allocated time frame. —→ 10%
- 6) Preparation and furnishing of proposed buildings Two-Part bids Tender document in consultation with BHEL authority's as desires within the allocated time frame. Tender documents includes terms and conditions of contract of BHEL, Tender schedules, detail drawings and other relevant data's as directed by the BHEL authority's. —→ 10%
- 7) Preparation and furnishing technical data's /Field test reports/Survey sketch/factory layout/existing building structural stability report/Structural analysis reports/Buildings design reports/other relevant data's/Including proof checking from technical experts as directed/ desires by BHEL within the specified time frame. —→ 15%
- 8) Periodical inspection/supervision of works at respective site's in co-ordination with the contractors and resolving any technical clarifications which may arise during the course of work execution at sites. Also furnishing requisite technical data's in consultation with the BHEL-authorities from time to time till the completion of the project. —→ 10%
- 9) Preparation and submission of "As built drawings" of the respective works/ Activities including architectural/ interior works details/other relevant data's and also furnishing requisite certificates for the relevant works as desire's by BHEL with in specified time frame. —→ 10%
- 10)The final settlement of consultancy services payment shall be payable as per actual final bill value's of the respective completed activities and after satisfactory compliance of consultancy services requirements as per the agreement. —→ 15%

Note :

- 1) The stage of payment envisaged in Percentage towards consultancy fees indicated above as per the contract Agreement/ rates offered by the consultant as per the schedule of works.
- 2) The total of the payment made in all the stages mentioned above shall be finally adjusted to the accepted rate on the actual cost of the individual activities/ works, subject to the ceiling prescribed in the Para "Scale of Fees".
- 3) The percentage of consultancy fee as per mode of payments shall be applicable for each project defined in Annexure-I of part-A and payment shall be made according to the progress of individual activities.

- 4) Non-compliance of SI no 1 to 10 under mode of payment's will be dis-allowed/Not entitled for the payments.
- 5) The consultant should establish their office at Bangalore city within fifteen day from the date of placement of work order for easy maintaining/ Supervision/Inspection/Discussion/ Clarification till the completion of project.
- 6) Any delay attributable by the Consultants will attracts penal action as per the GCC of BHEL.
- 7) Consultant should furnish 15 set's approval drawings and 5 set's of working drawings including Structural data's, Cross-sections, Architectural, Interior's and other relevant as desire's by BHEL within allocated time frame.
- 8) If the project is abandoned or suspended or terminated under Para Termination of Agreement the Consultants shall be paid their fees for the services already rendered by them. The provisions of SL No.12 of Page (12) (Scope of consultancy Services) and SI No (2) of Page(16) Termination of Agreement), as regards the consultants responsibility shall continue to apply in respect of the work for which they received remuneration, inspite of the abandonment, suspension or termination as aforesaid.
- 9) Approval for the proposed finalized scheme/Drawings/Layout's etc and obtaining the relevant NOC's from the statutory bodies as desire's by BHEL is the responsibility of consultant at their cost and risk the offer submitted shall be inclusive. (Statutory license fee's shall be borne by BHEL).

C. SECRECY

The consultant shall not disclose any information furnished to them by the employer nor any drawings, reports and any other information prepared by them, without the prior written approval of the employer, except in so far as disclosure is necessary for the performance of the architects work and services there under. The architects shall however be subject to the provision of the Official Secret Act 1923, pertaining to such information at all times.

D. THE COPY RIGHT

The design prepared by the consultants shall be the copy right of the consultant but the consultant shall not disclose the contents of drawings and design prepared by them in respect of the said works to any person or authority without the prior written permission of the employer.

E. TERMINATION OF AGREEMENT

1. Either party may termination this agreement at any time by giving to either of them sixty days previous notice in Writing.

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2. The financial and legal responsibility for the adequacy, correctness and justification of the quantities, design, drawings and specifications furnished by the consultants shall be with the consultant. All errors and omission in the design, drawings and quantities or specifications furnished by the consultant shall be rectified by them at their own cost. The consultants further indemnify the employer fully against any and all losses arising out of bad or defective drawings, designs and specification.
3. After the completion of the project, the consultant has to submit BHEL all the reproducible of the drawings/Technical details/CD's etc., furnished in connection with this projects.
4. The consultant hereby agree that fees to be paid to them as provided herein will be for the full discharge of function to be performed by them in accordance with a time schedule to be mutually agreed upon and no claim whatsoever, shall lie against the employer in respect of any proprietary or patent rights on the part of any other party, relating to formulae, plans, models, drawings or designs. The architects shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending himself against such claims. The consultant shall always hold the employer indemnified against any claims arising out of this agreement. Or any claims arising from third parties in respect of formulae, design or drawings employer by the consultants in their agreement/contract.

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