



Bharat Heavy Electricals Limited

Electronic Systems Division, Electronics City, Bangalore – 560 100.

Bharat Heavy Electricals Limited

(A Govt.of India Undertaking)

Electronics Systems Division, Plot No.98, Phase-I, Electronics city,
Hosur Road, Bangalore-560 100

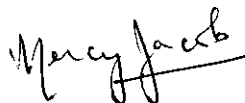
NOTICE INVITING TENDER

Tender Reference :	BHE/IT&S/13-14/11 dated: 16/12/2013
Name of the work	Interior Works for Reception facility at BHEL-ESD
Earnest money deposit	₹ 20,000/-
Last date and time for the receipt of completed tender	06/01/2014 (Monday) : 1300Hrs
Date and time for tender opening :	06/01/2014 (Monday): 1330Hrs
Place of submission of completed tender:	To be dropped in the tender box kept at <u>reception area in BHEL-ESD, Plot No.98, Electronics City Phase-I, Bangalore - 560100.</u>
Submission of tender	Tender to be submitted in two parts in separate sealed covers, i.e. Part -I Technical-Cum-Commercial Bid, and Part-II Price Bid.
Address	The tender must be addressed to SDGM- IT&S, BHEL-Electronics Systems Division Plot No. 98, P.B. No. 22910 Electronic City Phase- I, Hosur Road, Bangalore -560100
Additional Note :	This tender is web hosted. Kindly check our web sites, www.bhel.com and www.bheledn.com for any amendments /corrigendum before quoting.

This tender document contains the following:

1. **General information & Scope of work -Page No. 2 to 4**
2. **Specifications/Schedule of Supply & work : Page No. 4 to 7**
3. **Essential Criteria & Commercial terms and Conditions - Page No. 8 to 12**
4. **List of acceptable makes. Page 12**
5. **Form 1: Format to be filled by contractors - Page no. 13 to 14**
6. **Form 2 : Price bid format – Page no. 15-16**
7. **Instructions & guidelines to bidders – Page 1-3**
8. **General terms & Conditions (consisting Annex. A to E)**
9. **Layout and interior details of building –Annex.F**
10. **Diagram of storage & tender box details –Annex.G**

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Issued by : 

Date:- 16/12/2013

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MERCY JACOB, Sr. Dy. GENERAL MANAGER/IT&S-ESD
BHEL-ESD, ELECTRONIC CITY, BANGALORE - 560 100



1.0 General information & Scope of work

1.1 General Information

BHEL Electronics System Division (ESD), which is part of EDN operations is located at Electronics City phase 1, Hosur Road, Bangalore and covers an area of 12.4 acres. Presently the unit manufactures Defence Electronics Products, Control Equipment, Space batteries and Space panels. A new reception facility is to be setup in the unit in the existing building available.

1.2 Scope of work:

Scope of work includes supply, installation, commissioning and finishing of the items required for reception facility at BHEL-ESD. The layout of the room which will house the facility is provided in Sl.no.8(Annex.F) and the tender box and storage details is provided in Sl. no.9.(Annex.G) of NIT. The specifications/schedule of work is provided in Sl.no.2 of NIT.

This is a turnkey project and involves the complete setting up of the reception facility. The scope covers all the activities required for setting up a fully functional reception for BHEL-ESD. All the material supplied will be as per the list of acceptable makes provided in Sl.no.6 of NIT. All accessories for the doors and wood work like handles, door closers, stoppers, locks, latches etc. is in the scope of the vendor. All painting/polishing, glass and finishing works are included in the contract.

The items/work not in the scope of the contract are clearly mentioned in Sl.no.1.3 below.

The work includes the following :

1. Design and providing layout with detail interior plan by the vendor for approval.
2. Work to be started after the approval of the diagram with interior details by M/s BHEL.
3. Supply, installation and finishing (includes all painting and polishing as required).

The building is divided into the following areas:

1. Swiping area : In this area the turnstiles and biometric attendance system has been installed. There will not be any work done in this area.
2. Security area.: This area must be provided with the following
 - a) A Security counter for security personnel to collect gate passes and verification of visitors pass and collection of visitors items for safe keeping.
 - b) Storage rack for mobiles and laptops of customers with locking facility.
 - c) A tender opening box with four compartments as per Annex.G and dimensions provided.
3. Reception Area : This area will require Vinyl flooring and must be provided with the following

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- a) Modular partition separating the security area and the reception area. The modular partition will have glass with frosted stickers as per the schedule.
 - b) Two frameless glass doors for entrance with all accessories, handles, locking and door closer facility as per schedule. The door will have frosted stickers of BHEL emblem and design.
 - c) Reception table for two persons with drawer facility.
 - d) Two numbers of side tables.
 - e) Vertical blinds to be provided for the windows as required.
 - f) In case one side of the window needs to be closed for the signage /partitioning work/fixing of LCD as per detailed design, the same needs to be done.
4. Tender Opening room/discussion room area : This area will require Vinyl flooring and must be provided with the following
- a) 12mm thick toughened glass partition between the reception area and the tender opening room with frosted film stickers as per the schedule.
 - b) Closing of the existing collapsible gates on the inside with gypsum and painting and finishing of the same to match with the remaining building.
 - c) One frameless glass door with all accessories, door handles, closer and locking etc. as per specifications/schedule.

The details of the work are provided in the work specifications/schedule provided in Section 2.0.

Further the following general specifications maybe noted

1. Any other material/ materials which are not specifically mentioned in the tender document but are required for the completion of facility will be supplied by the vendor.
2. Further there maybe variation in the actual amount of material used and laid. Payment will be made as per the actual amount of material used/work done.
3. The color scheme to be adopted is to be approved by Engineer in charge before the start of work.
4. All locks are to be provided with three sets of keys.
5. Dismantling of the existing security partition is in the scope of the contractor.

13.1 Items to be provided by BHEL: (in M/s BHEL scope):

The following items will be provided by BHEL and is not in the scope of the tender, however the design must accommodate these items. Colors and design must take into consideration these items supplied by BHEL.

1. Sofa sets 3 seater – 2 nos.
2. Sofa sets 2 seater – 2 nos.
3. Conference hall table –size 4800m x 1500mmx760mm
4. Chairs – 15 nos. for conference hall.
5. 2 nos. of Air conditioners. Supply & Installation of Air conditioners in BHEL scope.
6. 1 No. of LCD display 40 inches screen. Installation by Vendor with suitable location as per interior design. Power and network connection will be provided by BHEL.



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7. Light fittings: suitable light fitting for the central reception area and focus lights if required will be provided by BHEL.
8. Signage will be provided by BHEL.
9. Closing of the collapsible gate from outside with brick wall.

This is a turnkey project and any items not mentioned in the schedule of supply/work but required for the fixing and working of the items supplied must be provided by the contractor. Wherever required the design is to be supported by photographs/catalogues.

Inspection of customer location: The vendor is requested to visit the location before quoting.

2.0 Schedule of Supply and Work

2.1 Main Items :

Sl. No.	Item	Specifications	Qty	Units	Acceptance by Vendor
1	Supply & fixing of Vinyl flooring	Providing and fixing 1.6 mm thick homogeneous polyvinyl chloride sheet/strips in flooring in approved pattern on smooth and damp proof base using rubber based adhesives of approved quality and manufacturer like 4unlop S-758, Fevicol SR 998 or equivalent including rolling with light wooden roller weighing about 5 kg. All complete as directed by Engineer-in-Charge, in approved colour and shade.	125	Sqm	
2	Supply & fixing of Security counter Size: 3300x550 x780mm	Security counter to have top of 25mm prelaminate particle board, all side PVC edgebanding finish, with MS perforated sheet and 25mmx25mm framework and 1.2mm CRC	1	No.	

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		perforated sheet with powder coat finish. Color as per approved scheme. All complete.			
3	Supply & fixing of Modular Full height Partition	Providing and fixing modular Full height Partition with 75mm thickness MS CRCA framework, MS ducts panel and tiles of 9mm thick prelaminated particle board tile and fabric tile and with 8mm clear glass ,(Glass is to be fixed above 1200mm from floor) MS parts are powder coated . electrical socket cut outs sockets/switches will be as approved by engineer in charge.	30	Sqm	
4	Supply & fixing of Glass partition	Providing and fixing 12mm thick frameless toughened glass, fixing bottom and top aluminium U channel jointing with polished finish. Patch fittings to be provided for door area & wherever necessary.	30	Sqm	
5	Supply & fixing of Single glass door (3 doors)	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge. All hardware like floor spring, patch fittings, handles, lock, stopper and automatic closer etc. are in the scope of the contractor. All complete.	6.0	Sqm	

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6	Supply & fixing of Reception Table Size: 2400mm x 1050mm x 600mm	Providing and fixing of reception table for two person capacity with 25mm prelaminated particle board, with all side PVC Edge banding finish, bottom framework with 18mm prelaminated particle board, fixing 300mmx 12mm prelaminated particle board top. The table to have provision for single drawer facility for two persons. One keyboard drawer to be provided. The table to have 2 levels one at 750mm and other at 1050mm.	1	no.	
7	Supply & fixing of Tender Box Size: 1200mm x 1200mm x 500 mm (Design as per annex.G)	Providing and fixing of a tender box with 18mm prelaminated particle board, all side PVC edgebanding finish, and 4 compartment box, fixing auto hinges, lock and key arrangements with handles. The compartments to have individual shutters and locks to receive various tenders. The shutters to have slit openings to drop the tender documents. The slit size to be large enough to take files. Each box to have a name plate to display "day of week/dept.name". All complete.	1	no.	
8	Supply & fixing of Storage in Security cabin Size: 1200 mm x 2700mm x 350 mm (design as per Annex. G)	Providing and fixing locker type storage units in Security area storage with 18mm prelaminated particle board with PVC edgebanding finish. Shutters and necessary hardware and accessories to be provided. Three locks to be provided for each compartment. All complete.	1	No.	

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9	Supply & fixing of gypsum partition for inside area of collapsible gates.	Providing and fixing gypsum partition with GI channel framework fixing both sides 12mm thick gypsum sheet and jointing tape and patty finish of 3" thickness all complete with smooth finish as per instruction by Engineer-in-charge. This required to close both the collapsible door on the inside and also for closing of windows if required. All complete with painting.	23	Sqm	
10	Supply & fixing of Frosted sticker	Providing and fixing frosted stickers for glass in modular partition, main doors and discussion room glass partition. Sticker to be BHEL logo for reception door and design as approved by Engineer-in-charge in all areas.	19.0	Sqm	
11	Vertical Blinds	Providing and fixing vertical blinds of approved color with manual operation including all fittings and fixtures, etc. all complete.	20	Sqm	
12	Side Tables Size: 600mm x 600mm x 450mm	Providing and fixing Side Tables with 12 mm glass and MS framework fixing with powder coat finish.All complete.	2	Nos.	

2.2 Optional Items :

Sl. No.	Item	Specifications	Qty	Units	Acceptance by Vendor
1	Medium Back Fixed Chairs for reception desk	Medium Back Fixed Chairs for for reception desk with cushion seat and back made with fabric /PU Material and with arm rest.	4	Nos.	

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3.0 Essential Criteria & Commercial terms & Conditions

3.1 Essential Criteria (Mandatory)

1. The Tenderer should have Experience of having successfully completed similar exclusive interior work with any Govt. organizations /PSU / Public Limited Company/ Private limited companies during last 7 years of either of the following: -

- a. Three similar completed works costing not less than 2.5 lakhs.
or
- b. Two similar completed works costing not less than 3.2 lakhs.
or
- c. One similar completed work costing not less than 5 lakhs.

Completion certificate for the above to be provided.

2. The Tenderer should have an established office set up in Bangalore.

3. The bidder shall have a minimum average turnover of Rs 2 Lakhs per year for the last three consecutive years ending 31st March of the previous financial year. The Bidder shall submit Audited Balance Sheet and profit and loss account of the company for the last three consecutive years for proof of turnover.

4. Bidder should have valid registration under CST / VAT, Excise/ Service Tax Acts sa applicable. The corresponding documentary proof to be furnished.

5. The above conditions (sl. No.1. to 4) of 2.0 must be fulfilled by the tenderer. Otherwise the tender will be summarily rejected.

3.2 Commercial Terms & Conditions

3.21 Main terms:

Sl.No.	Specifications	Requirements	Acceptance by Vendor
1	Price	Price quoted must be basic price and all the applicable taxes are to be clearly mentioned in the offer.	
2	Price bid format	Price is to be quoted in the price bid format attached.	

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Sl.No.	Specifications	Requirements	Acceptance by Vendor
3	Warranty	Warranty for all the items 6 months from the date of completion of work as certified by user dept.	
4	Completion of work.	The complete supply, installation and completion of the work must be completed within 6 weeks of placement of order/availability of site as per communication by M/s BHEL user dept. whichever is later. Delivery Location: BHEL ESD, Electronics city, Bangalore	
5	Supply Condition	All equipment supplied and installed shall be new and conforming to the contract technical specifications. The certificate of newness is to be furnished.	
7	Submission of EMD	EMD of ₹. 20,000/- in the form of Pay Order/ Bank Draft in favour of "Bharat Heavy Electricals Limited" payable at Bangalore must be submitted along with the tender. In the absence of submission of EMD, the offer is liable for rejection. The Earnest Money will be refunded to the unsuccessful tenderers after finalisation of the award of work.	
8	Payment terms & security deposit	90% payment for the supply & fixing after completion of the work and certification by user department and 10% on submission of security deposit. Payment will be made within 45 days from the date of the certified invoice. Payment will be made as per the actual quantity of materials supplied and installed and actual labour work done.	
10	Penalty clause	Penalty of 0.5% per week of WO value, upto a maximum of 10% of	

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		WO value is applicable for delayed delivery/completion of work. Date of completion and certification by user department shall be considered as delivery date for supply/work completion for the purpose of penalty calculation.	
11	Taxes and duties	All applicable taxes must be clearly stated in the offer in price bid .	
12	All Payments will be made by EFT only.	EFT details as required by BHEL may be provided by the vendor along with offer in format as provided.	
13	Submission of Invoices	Invoices must be submitted to the consignee/billing address provided below.	
14	Consignee & Billing address	Smt. Mercy Jacob, SDGM- IT&S, BHEL-Electronics Systems Division Plot No. 98, P.B. No. 22910 Electronic City Phase- I, Hosur Road, Bangalore -560100	
15	Submission of Security deposit.	Security deposit of 10% of contract value on award of the contract is applicable. Details provided in 3.2. The security deposit will be returned at the end of the warranty period.	
16	Consignee contact nos.	Smt. Mercy Jacob, SDGM- IT&S, Phone : 080-25146124 Mobile : 9449832145	
17	Validity of offer	3 months from the date of opening of technical bid	

3.22 Other Commercial Terms:

A) Security Deposit:

On award of contract, the successful Contractor should pay an amount of 10% of contract value towards Security Deposit before commencement of the work.

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

- a. Cash (as permissible under the Income Tax Act)



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- b. Pay Order, Demand Draft in favour of BHEL
- c. Local cheques of Scheduled Banks, subject to realization
- d. Securities available from post Officers such as National Savings Certificates, Kisan Vikas Patras etc.
- e. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- f. Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- g. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

The Security Deposit shall not carry any interest.

Security Deposit will be refunded to the contractor on satisfactory completion of the contract on submitting all the required documents / Returns / Proof of compliance to all applicable statutes.

B) Documents to be provided by MSE Suppliers:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EtUI II certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

C) 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.

4.0 List of acceptable makes :

1. Prelaminated particle board :
 - a) Novapan
 - b) ECO board
 - c) Assam Ply
 - d) Bhutan board
 - e) Archid ply or as approved

2. Glass :
 - a) Modi guard
 - b) Saint globin
 - c) AIS or as approved

3. Aluminium :
 - a) Jindal
 - b) Indal
 - c) Nalco or as approved

4. Hardwares for door
 - a) Hardwin
 - b) Ozone or as approved

5. Gypsum board :
 - a) Armstrong or as approved

6. Locks & key
 - a) Godrej
 - b) Ozone or as approved

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Form- 1

Information to be provided by the contractor

Techno-Commercial Bid
Tender Ref. BHE/IT&S/13-14/11 dated: 16/12/2013

1	Name of the Work	Interior Works for Reception facility at BHEL-ESD
2	Name of the Bidder	
	a) Address for correspondence	
	b) Contact person with Telephone Nos. and email id.	
4.	Scope of supply & work	Understood / Not Understood
5	BHEL'S Payment Terms	Acceptable / Not Acceptable
6	Technical bid with all pages signed and filled is submitted.	Enclosed / Not enclosed
7	a) Whether EMD is submitted along with the Technical Bid	Yes / No
	b) Demand Draft (Fill DD No. and Date)	
8	Type of Firm (please tick & fill the details)	
Sl.	Type	Income Tax PAN
i)	Proprietary	
ii)	Partnership	
iii)	Company	
iv)	Others	
09	Service Tax Registration No. (Copy to be enclosed):	Yes / No
10	Whether registered with ESI/PF authority and have Registration No. (If yes indicate nos.)	Yes / No

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11	<p>The Tenderer should have Experience of having successfully completed similar exclusive interior work with any Govt. organizations /PSU / Public Limited Company/ Private limited companies during last 7 years of either of the following: -</p> <p>a. Three similar completed works costing not less than 2.5 lakhs. or b. Two similar completed works costing not less than 3.2 lakhs. or c. One similar completed work costing not less than 5 lakhs.</p> <p>Completion certificate for the above to be provided.</p>
	<p>1. 2. 3.</p>
11	<p>Average turnover for last three years:</p>

Note :- If any of the above mentioned criteria is not met the bid will be rejected.

Declaration:

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

Further declare that the information provided above is true and if found incorrect the tender will likely to be rejected at the discretion of BHEL.

Signature
(Name & Address of the Tenderer with Official Seal)



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(PART-II) PRICE BID – Format
Tender Ref. BHE/IT&S/13-14/11 dated:16/12/2013

Interior Works for Reception facility at BHEL-ESD

Main Items :

Sl. No.	Item	Qty	Units	Rate	Amt	Tax (%)	Tax Amt	Total
1	Supply & fixing of Vinyl flooring as per sl.no.1 of section 2.1 of NIT	125	Sqm					
2	Supply & fixing of Security counter as per sl.no.2 of section 2.1 of NIT. Size 3300mm x 550mm x780mm	1	No.					
3	Supply & fixing of Modular Full height Partition as per sl.no.3 of section 2.1 of NIT	30	Sqm					
4	Supply & fixing of Glass partition as per sl.no. 4 of section 2.1 of NIT	30	Sqm					
5	Supply & fixing of Single glass door (3 doors) as per sl.no. 5 of section 2.1 of NIT	6.0	Sqm					
6	Supply & fixing of Reception Table as per sl.no.6 of section 2.1 of NIT. Size 2400mm x 1050mm x 600mm	1	No.					
7	Supply & fixing of Tender Box as per sl.no.7 of section 2.1 of NIT. Size 1200mm x 1200mm x 500mm	1	No.					
8	Supply & fixing of Storage in Security cabin as per sl.no.8 of section 2.1 of NIT: Size 1200mmx 2700mmx 350mm	1	No.					
9	Supply & fixing of gypsum partition for inside area of collapsible gates & windows ifd required including paintin as per sl.no.9 of section 2.1 of NIT.	23	Sqm					

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Sl.No.	Item	Qty	Units	Rate	Amt	Tax (%)	Tax Amt	Total
10	Supply & fixing of Frosted sticker as per sl.no.10 of section 2.1 of NIT	19	Sqm					
11	Vertical Blinds as per sl.no.11 of section 2.1 of NIT	20	Sqm					
12	Side Tables as per sl.no.12 of section 2.1 of NIT	2	Nos.					
	Total (A)							

Total Value in words.

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Optional Items :

Sl.No.	Item	Qty	Units	Rate	Amt	Tax (%)	Tax Amt	Total
1	Medium Back Fixed Chairs as per sl.no.1 of section 2.2 of NIT	4	Nos.					
	Total (B)							

Total Value in words.

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Signature

(Name & Address of the Tenderer with Official Seal)

Place:

Date:



7.0 INSTRUCTIONS & GUIDELINES TO BIDDERS

7.1 TENDERER TO INFORM HIMSELF FULLY:

The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., the tenderer shall at once contact the official inviting the tenders for clarifications before submission of the tender.

Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

7.2 EXPECTATIONS FROM CONTRACTOR

The contractor is required to give a total solution & services as per specifications enclosed. The full working of entire system is the responsibility of the contractor. In case any extra item is required for complete functioning of the system, the same must be quoted.

7.3 SUBMISSION & OPENING OF BIDS

The offer shall be submitted in Two parts as follows in separate sealed envelopes.

PART-I : EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a. EMD of ₹ 20,000/-
- b. The tender document complete (pages 1 to 16) with all formats filled in all respects with signature on each page.
- c. Technical offer shall contain complete technical information like brochures, catalogues, etc.
- d. Un-priced copy of price bid as per enclosed format only. Un-priced price bid shall include applicable tax rates.

7.4 PART-II : PRICE BID

- a) Price bid containing PRICES only is to be submitted (as per the enclosed Price Bid format provided). Prices shall be quoted in Indian Rupees only. Vendor has to give details of Duties and Taxes.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).



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7.5 MARKING ON ENVELOPE: Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.

PART – I:

- 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3.”TECHNO.COMMERCIAL BID”**

PART-II:

- 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. “PRICE BID”**

7.6 Tenders should be sent to the address specified in the first page. The full name and address of the tenderer, the name of the work and date of opening-should be indicated on the cover.

7.7 In case tenders submitted by post or courier should be posted with due consideration for Any delay in delivery. Tenders submitted by post should be sent by “Registered Post with Acknowledgement Due”.

7.8 Late offer: Offers received after due date and time will be treated as ‘Late offer’ and it will be rejected’

7.9 In case of rejection due to (a) late offer (not considered by BHEL) or (b) commercial grounds or I technical grounds the sealed’ price bids will be returned back to respective vendors after release of WO and receipt of order Acknowledgement from the successful bidder.

7.10.If in any case, the date of tender opening falls on holiday, the tender will be opened on the next working day.

7.11.BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. The technical & commercial bid /Un-priced price bid should not include prices.

7.12. Tenderer shall not increase their quoted rates once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.

7.13. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract /order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

7.14 Conditional and unsigned tenders. Tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in Accordance with the tender conditions and tenders not submitted in the prescribed forms are liable to be rejected.

7.15. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.



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7.16 Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.

7.17 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

7.18. Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be Entertained at any stage of the tendering process and will lead to automatic Disqualification of the party's bid.

7.19 RATES :Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares and deployment of service engineers during the entire contract period and shall remain FIRM without any variation till completion of the contract. However, the taxes and duties will be payable as per actuals.

7.20 TENDER EVALUATION: The determination of lowest bid will be based on cost to BHEL for the contract period.

7.21 Order Acknowledgement : Letter of acceptance of the Order / Contract is to be submitted within one week from the date of issue of order



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ANNEXURE: 'A'

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 from 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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ANNEXURE 'B'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to employees employed by him wages not less than



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minimum wages as defined in the Contractor's Labour Regulations/ Minimum Wages Act.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.



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The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

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SAFETY CODE

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 authorized 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 contractor 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 authorized 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 authorized BHEL officials:-
 - (I) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.



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- (iii) Safety Shoes conforming to IS – 1989: 1978.
- (iv) Eye and Face Protection devices conforming to IS – 8520: 1977
and IS – 8940: 1978.
- (v) 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, equipments 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.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India 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 spaces, lighting shall be arranged with power source of not more than 24 Volts

The contractor shall adopt all fire safely 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 authorized BHEL official. A copy of the above referred “Code of Fire Safety at 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, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior



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approval of the authorized 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 enrage 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 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 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 due to lapses by the contractor, BHEL shall have the right to recover cost of such damages 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 by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor 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; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized 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 authorized BHEL official immediately after such occurrence, but it any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.



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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 of the job.

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ANNEXURE: 'C'

CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT

**INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE
TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT**

The contractor shall, within one month date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer from the date of acceptance of work or actual commencement of work which ever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the senior Engineer.

If the contractor fails to comply with the terms of this condition the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and colligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the B.H.E.L. until the work is finally completed and shall then be credited to the contractor in the final statement



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of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL. Property etc.,

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ANNEXURE 'D'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein. Before mentioned and as to any other question, claim, right, matter or thing whatever 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 willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration 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 shall give reasons for the award.



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

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

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings 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 issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each 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



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ANNEXURE: 'E'

HEALTH, SAFETY & ENVIRONMENTAL POLICY

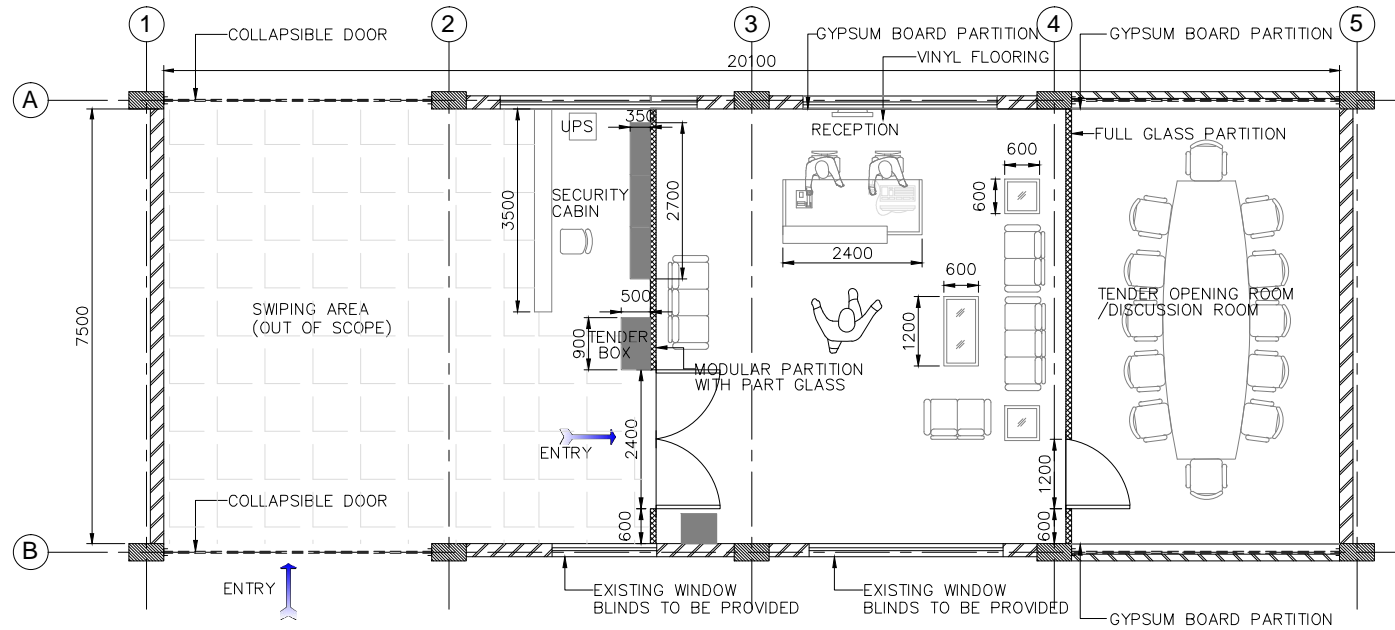
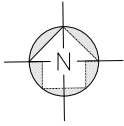
The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees ,contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through :

- Compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.
- Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury & ill health and reviewing the objectives and targets to have continual improvement in HSE performance.
- Promotion of activities for conservation of resources by environmental Management with focus on electrical energy and chemicals.
- Communication of HSE Policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Occupational Health and Safety Management Systems by pro-active measures.
- Commitment for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents & occupational diseases.
- Appropriate training of employees, customers, suppliers, contractors and all interested parties on Health, Safety and Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management programs for continual improvement.
- Periodic review & audit of HSE management Systems to ensure its continuing suitability, adequacy and effectiveness.
- Co-operation with concerned agencies /regulatory bodies engaged in HSE activities.

Sd.

K C Ramamurthy
EXECUTIVE DIRECTOR

BHEL (EDN) , BANGALORE



PROPOSED RECEPTION BUILDING - PLAN AT EL(±)0.000M LVL
(SCALE 1:75)

NOTES

1. ALL DIMENSIONS ARE IN MILLIMETER AND LEVELS ARE IN METERS, UNO.
2. DOORS SHOWN ARE FRAMELESS TOUGHENED GLASS DOORS.
3. ALL WORKS TO BE DONE AS PER APPROVAL OF ENGINEER-IN-CHARGE.
5. STOARGE AT SECURITY CABIN AREA IS FOR MOBILES AND LAPTOPS.

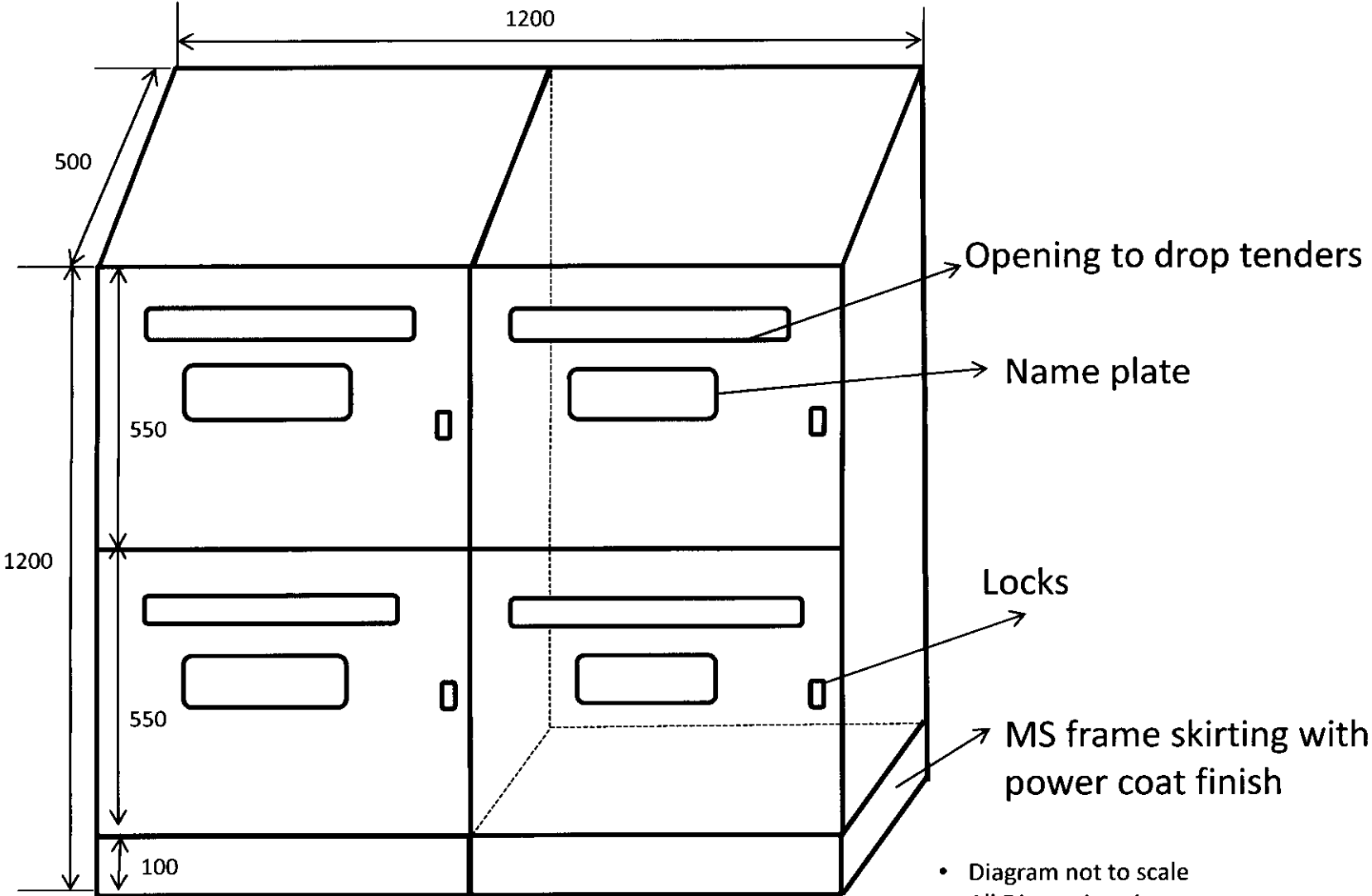
LEGEND

- | | |
|------------------------------|---------------------------|
| CL - CENTER LINE | - 230/115 THK BRICK WALL, |
| EL - ELEVATION | - MODULAR/GLASS PARTITION |
| LVL - LEVEL | |
| TYP - TYPICAL | |
| UNO - UNLESS NOTED OTHERWISE | |

ANNEXURE-F

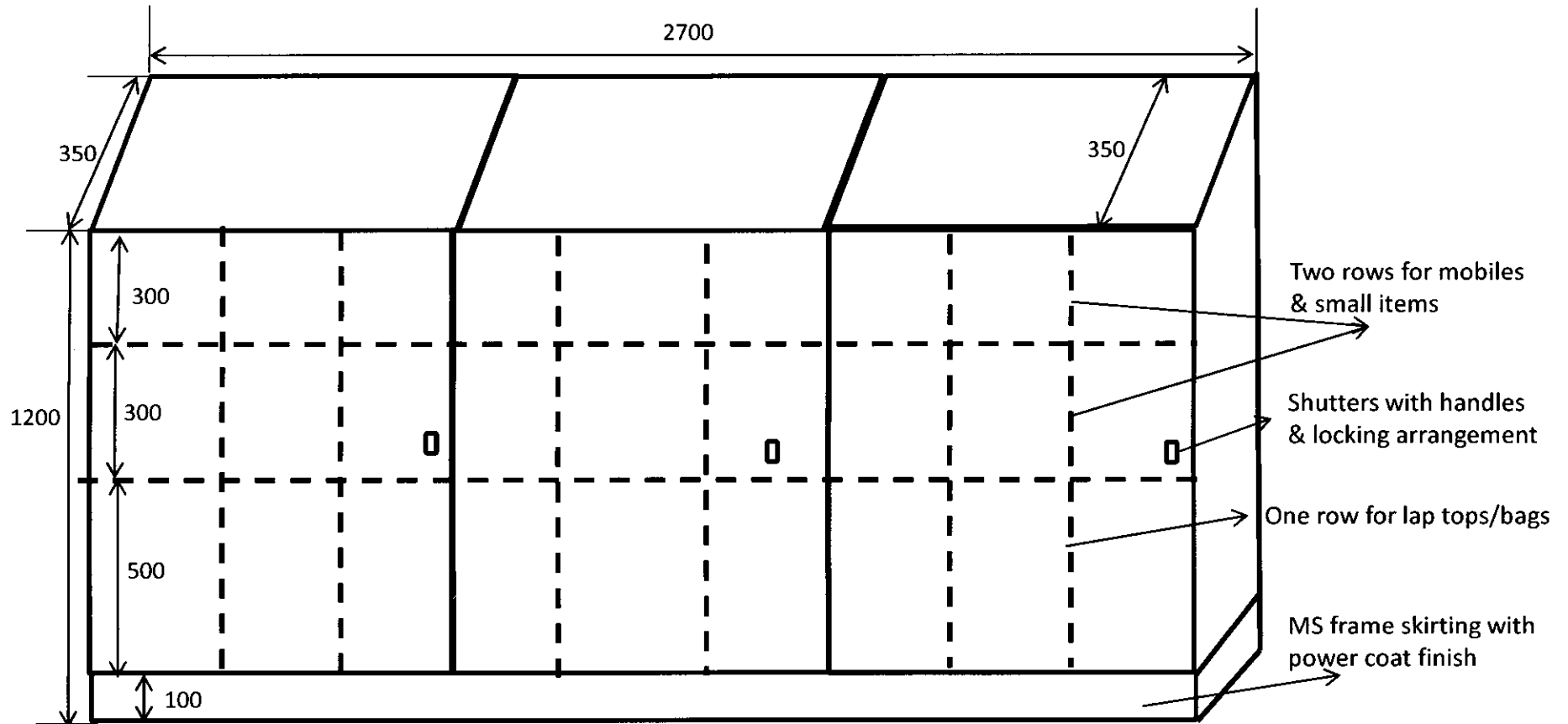
THIS DRAWING PERTAIN TO
PROPOSED RECEPTION FACILITY AT ESD
DRAWING TITLE:
SCHEMATIC LAYOUT DRAWING
BHARAT HEAVY ELECTRICALS LTD AT SITE NO. 91, ELECTRONIC CITY, HOSUR ROAD, BANGALORE-560100

Annex. G : Tender box design:



Handwritten signature

Annex. G : Storage design



- Diagram not to scale
- All Dimensions in mm