

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION NO.

RE/LKO/INTER/2014/001

FOR

ENGAGEMENT OF SERVICES OF ARCHITECT FOR
CONSTRUCTION/ RENOVATION OF
REGIONAL OPERATIONS DIVISION OFFICE
AT PICUP BHAWAN GOMTI NAGAR
LUCKNOW

LAST DATE OF SUBMISSION 28.04.2014 (upto 3.00 PM)

DATE & TIME OF OPENING OF TENDER (PART-1) 28.04.2014 (4.00 PM)

Addl General Manager,
Regional Operations Division,
Bharat Heavy Electricals Limited ,
PICUP Bhawan, Gomti Nagar ,
Lucknow

Phone: 0522-2720782, 2720791
email : rodbhellko@hotmail.com

TENDER SPECIFICATION

RefNo: RE/LKO/INTER/2014/001

Date: 04.04.2014

1.0 QUALIFICATION OF TENDERERS

- 1.1 The Architect must be registered with the Council of Architecture, India.
- 1.2 Only those Tenderers who have previous experience of providing consultancy for execution and/ or have executed at least one similar job of not less than Rs. 60.00 Lacs (construction cost) or two similar jobs of each costing not less than Rs.40.00 Lacs or 3 similar jobs of not less than Rs. 25.00 Lacs each during preceding five years covering the scope of work as detailed in clause-2 are eligible to quote.
- 1.3 The Tenderer should have made net profit in one of the preceding three years.
- 1.4 The Tenderer should not have been Blacklisted by any statutory authority or any other Govt. Departments or State/Central PSUs.
- 1.5 The tenderer should have PAN & Service Tax Registration No. (if covered under Service Tax Act)

2.0 SCOPE OF WORK

- 2.1 To prepare, complete in all respect (as per instruction of BHEL), the Concept, Design, Interior plan, service plan etc., detailed specifications & drawings in accordance to accepted design (Three alternatives) , statutory clearances (if required) as applicable from various agencies for the construction/renovation of office building at B-2 Block, First Floor, PICUP Bhawan, Gomti Nagar, Lucknow, total super area of 588sq. mtrs
- 2.2 Preparation of complete Tender drawings, specifications and Civil BOQ, Services BOQ (Electrical, AC's, Plumbing, Interiors etc.) with cost estimate preferably on the basis of DSR2012/Lucknow schedule rates alongwith justification of base rates, to describe the whole project adequately for the purpose of floating tender. Finalizing of contractor through tendering will be done by BHEL.
- 2.3 Submission of below mentioned drawings and documents to BHEL for approval and further working:- Complete Detailed working drawings for architectural, services etc. in all respect like interiors design etc (in harmony with GREEN/ENERGY SAVING architectural designs) with sections, services plan (electrical, AC's, electrical wiring for entire office, telephone line & Networking cable provision, plumbing, fire fighting, flooring pattern, wood work detail, door window detail, toilet detail, detailed specification etc.
- 2.4 To assist the contractor for the purpose of work progress schedule and site drawings as

per instructions of BHEL.

- 2.5 To provide periodical supervision and inspection as may be necessary to ensure that the works are being executed in accordance with specifications and drawings of the building contract as per final design drawing.
- 2.6 Construction/ Renovation of complete office in all respect is envisaged for the tentative estimated cost. However payment to the Architect shall be based on actual completed cost.
- 3.0 BIDS:

The bids shall be submitted in separate sealed envelope, in TWO PARTS. Part-1 and Part-2 as per the following details:-

- 3.1 The envelope containing Part-1 of the offer should be super scribed as “Qualification Bid” and should contain credentials of the bidder including the following:-
 - 3.1a Certified copy of certificate of registration with the Council of Architecture, India in requirement to clause 1.1.
 - 3.1b Self certified copies of Work Order & Completion Certificate from the Client as Documentary evidence for having successfully executed or executing as per Qualifying requirement criteria. given in requirement to clause 1.2.
 - 3.1c Copy of Balance Sheet, Profit & Loss Account and income Tax returns for the previous three year duly certified from Chartered Accountants in requirement to clause 1.3.
 - 3.1d Undertaking from the tenderer as attached at Annexure ‘A’ in requirement to clause 1.4
 - 3.1e Self certified copy of PAN & Service Tax No. (if covered under Service Tax Act) in requirement to clause 1.5
 - 3.1f All pages of tender documents duly signed and stamped in token of acceptance with no deviations.
 - 3.1g In case of firm, Power of Attorney is required in favour of authorised signatory.
- 3.2 The envelope containing Part-2 of the offer should be super scribed as “Price Bid” and should contain the professional charges for carrying out the entire work mentioned in Clause 2.0 above. Professional charge should be mentioned as percentage of construction cost in Price Bid. The service tax & other applicable taxes shall be paid extra as per applicable rates
- 3.3 The Price Bid of the successful / qualified bidders, who will fulfill the qualifying criteria and other conditions of the Tender shall only be opened, Comparison of the bids will be made on the basis of total cost to BHEL including all taxes. Price bid in any other form will be summarily rejected. The professional charges, as percentage of the total construction

cost, are to be quoted both in figures and words. In case of any discrepancy, rates quoted in words shall be considered for evaluation.

3.4 BHEL reserves the right to reject any or all the tenders without assigning any reason thereof.

3.5 Telegraphic/Facsimile/email Tenders are not acceptable.

3.6 **All bidders are advised to visit our office before submission of their tender to understand work involved and the scope of work..**

4.0 VALIDITY

The offers shall remain valid for a period of Three months from the date of opening of Price Bid.

5.0 OPENING OF TENDERS

Only Tenders (Part-I) shall be opened on the date of opening as specified at BHEL, ROD, BHEL, B-2 Block, First Floor, PICUP Bhawan Gomti Nagar, Lucknow in the presence of bidders or their representatives who intend to be present. Part-2 of the tender shall be opened after short listing of qualified bidders who shall be intimated the time & date of price bid opening separately.

6.0 TIME SCHEDULE:

45 Days from award of letter for complete scope of work as per clause -2 (Scope of Work)

7.0 PAYMENT TERMS

The successful bidder shall be paid as follows :

- a. 15% of the total charges after submission of Concept, Design, Interior plans, service plan etc., detailed specifications & drawings in accordance to accepted design (at least Three alternatives) (SI No 2.1 of the Scope of work above).
- b. 30% after getting the approval of Preparation of complete Tender drawings, specifications and Civil BOQ, Services BOQ (Electrical, AC's, Plumbing, Interiors etc.). (SI No 2.2 of the Scope of work above
- c. 25% after submission of below mentioned drawings and documents to BHEL for approval and further working:- Complete Detailed working drawings for architectural, structural, services etc.. (SI No2.3 of the Scope of work above)
- d. 20% of the total charges will be released as progressive payment, based on actual construction and shall be linked to building contractor payments.

- e. Balance 10% on completion of work in all respect and obtaining certificate from Authority (if required).
- f. The payments as mentioned at points above will be based upon the estimated cost of the project after initial approval of concept/ drawing. This is subject to adjustment as per actual cost of project (plus or minus) subsequently.
- g. The contractor will be required to raise the invoice for the services rendered. The invoices will have to be raised according to the explicitly agreed rates and payment terms of contract.
- h. The Service Tax element even though included in the total price of the contractor, to be shown separately in the invoice.

8.0 LIQUIDATED DAMAGES:

Extension of time for completion of work may be granted by BHEL where delay is not attributable to the Architect. However where delay is on account of Architect, extension of time shall not be granted without LD. LD. shall be charged at the rate of 0.5% of contract value for every one week delay or part thereof in the time of completion subject to maximum 5% of the contract value.

Date :

Authorised Signatory
Seal/Stamp of the company

General Terms & Conditions of Contract

(Ref No: RE/LKO/INTER/2014/001

Date: 04.04.2014

1 Definition:

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 “BHEL” (B.H.E.LTD.) shall mean Bharat Heavy Electricals Limited, a company incorporated under Indian Companies Act 1956, having its Registered office at BHEL HOUSE, SIRI FORT, NEW DELHI. Regional Operations Division, Lucknow or its employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 “Engineer” shall mean the “Officer in Administrative charge” of ROD, BHEL, Lucknow.
- 1.3 “ARCHITECT” shall mean the individual, firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 1.4 “CONTRACT” OR “ CONTRACT DOCUMENT” shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and Tender specifications, General conditions of contract, the drawings, the special specification, if any, the tender documents are the Letter of intent/Accepting letter issued by BHEL. Any conditions or terms stipulated by the Architect in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.
- 1.5 “GENERAL CONDITIONS OF CONTRACT” shall mean the General conditions of contract pertaining to the work detailed.
- 1.6 “TENDER SPECIFICATION” shall mean the “Specific Conditions, appendices, site information and drawings” pertaining to the work for which the tenderers are required to submit their offer.
- 1.7 “TENDER DOCUMENTS” shall mean the General conditions of contract and Tender specification.
- 1.8 “LETTER OF INTENT” shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the Architect commences from the date of issue of this letter and all the terms and conditions of contract are applicable from the date.

- 1.9 “COMPLETION TIME” shall mean the period by days specified in the acceptance of tender for specified job conforming to the specifications of contract.
- 1.10 “APPROVED”, “DIRECTED” OR “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
- 1.11 “SINGULAR AND PLURAL ETC” words carrying singular number shall also include plural and vice versa, where the context so requires . Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of individuals, whether incorporated or not.
- 1.12 “HEADINGS”, The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- 1.13 “MONTH” shall mean calendar month.
- 1.14 “WRITING” shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2 The tender shall be addressed to:

Addl General Manager, Regional Operations Division, Bharat Heavy Electricals Limited, B-2 – Block, First Floor PICUP Bhawan Gomti Nagar Lucknow 226010, Telephone No. 0522 - 2720782, 2720791.

- 2.1 Tenders submitted in person or by “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the specified due date and time of submission are liable to be rejected.
- 2.2 Tenders shall be opened by the authorized officer of BHEL at his office at the time and date as specified in the tender document in the presence of such of those tenderers or their authorized representative who may be present.
- 2.3 The tenderer shall closely pursue total scope of services indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or the tender documents issued are incomplete or shall require clarifications on any of the aspect, scope of work etc. he shall at once contact in writing the authority inviting the tender for clarification before the submission of the tender.
- 2.4 Tenderer must furnish all the required information as per the tender documents. Each and every page of the tender specification must be signed and stamped and submitted along with the offers by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 2.5 The tenderer shall quote the rates in English Language and international numeral.

The rates shall be in percentages. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

2.6 All entries in tender shall either be type or be written in ink. Erasures and overwriting are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

2.7 In case of an individual:

His full name, address and place and nature of business must be given.

2.8 In case of Partnership firms:

The name of all the partners and their addresses. A copy of the Partnership Deed instrument of partnership duly certified by the Notary Public shall be enclosed.

2.9 In case of Companies:

Date and place of registration including date of commencement certificate in case of Public companies (certified copies of Memorandum and Article of Association are also to be enclosed).

2.10 The Company should have sufficient and qualified manpower to complete entire scope of work detailed in the specification. e.g. Structural & Building Design, Zone planning expertise, Co ordinators with the administration, Survey of the work being done by thebuilder, Drafting and drawing preparation, Electrical works etc.

3 Security Deposit:To be submitted as under

Upto Rs.10.00 lac contract value - 10% of the contract value , Contract value exceeds Rs.10.00 lacs- Rs 1 Lac plus 7.5% of the amount of the contract value exceeding Rs 10 Lacs , amount will be deposited in the form of Pay order/Demand Draft in favour of BHEL payable at Lucknow.

3.1 Security deposit or any money which may be due to him from BHEL to make progress or other payments shall not carry any interest.

3.2 If the value of the work done at any time exceeds agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the Architect or recovered from the payments due to him.

4

Return of security deposit:

If the Architect duly performs and completes the contract in all respect to the satisfaction of BHEL, the Security deposit will be released to the Architect within 3 months of completion of contract and settlement of all disputes/payments. The Architect will have to provide "No Claim" letter for release of security Deposit.

4.1 Incase of Architect backing out of the contract or termination by BHEL due to non/poor performance, the Security Deposit will be forfeited or released after deducting all costs or expenses or other amounts that are to be paid by BHEL under this or other contracts entered into with the Architect. This would also be applicable for the recovery of Risk and cost incurred by BHEL.

5

Rejection of tender and other conditions:

- 5.1 The acceptance of the tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever:

To reject any or all the tender.

To modify the scope of work after mutual agreement

- 5.2 Conditional and un-witnessed tenders:
Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 5.3 If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 5.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. BHEL may however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Architect concerned.
- 5.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.
- 5.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Architect who resorts to canvassing are liable to rejection.
- 5.7 Should a tenderer or Architect or in the case of a firm or company of Architect one or more of its Partners / Shareholders / Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the offer, failing which, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 5.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification/ undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk, cost and responsibility of the tenderer.

6 Law governing the contract and Court Jurisdiction:

The contract shall be governed by the law for the time being in force in Republic of India. The civil court, having ordinary original civil jurisdiction in Lucknow shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

7

Issue of Notice:

The Architect shall furnish to the BHEL the name, designation and address of his authorized representative and all complaints, notices, communications and reference shall be deemed to have been duly given to the Architect if delivered to the Architect or his authorized representative or left at or posted to the address either of the Architect or of his representative and shall be deemed to have so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

8 COMMENCEMENT OF WORK

8.1 The Architect shall commence the works within the time indicated in letter of intent from BHEL and shall proceed with the same with due expedition without delay.

8.2 If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and / or security deposit with BHEL will stand forfeited without any further reference to him, prejudice to any and all of BHEL's other rights and remedies in this regard.

8.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

9 **Mode of payment and Measurement of the work completed.**

9.1 All payments due to the Architect shall be paid either thru' RTGS / or by "Account Payee Cheques". All payments will be subject to deduction of Income Tax / any other tax etc at source as per applicable rules.

9.2 The Architect shall submit his bill to the Head, Regional Operations Division, BHEL, Lucknow.

9.3 Passing of bills does not amount to acceptance of completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

10. PREVENTION OF CORRUPTION:

10.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

10.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the

11.13 To effect recovery from the amounts due to the Architect under this or any other contract etc in any other form, the money, BHEL is forced to pay to anybody, due to Architect's failure to fulfill any of his obligations.

11.14 While every endeavor will be made by BHEL they can not guarantee uninterrupted work due to conditions beyond their control. Architect will not be entitled to any compensation / extra payment on this account.

11.15 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the Architect.

11.16 All the approved drawing/design/plan etc (along with 5 copies) shall be handed over to Regional Operations Division, BHEL, Lucknow.

12 RESPONSIBILITIES OF ARCHITECT

12.1 The Architect shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be leviable on account of any of his operations in executing the contract. In case payment is made by BHEL, BHEL shall have the right to recover the same from the Architect either from his bills or otherwise as deemed fit.

12.2 No levy or payment or change made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.

12.3 No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.

12.4 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be the obligation/responsibility of the Architect to achieve the desired quality and progress of work.

13 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.6, they may complete the work by any means at the Architect's risk and expense provided that in the event of the cost of completion being less than the contract cost, the advantage shall accrue to BHEL and if the cost of completion exceeds the money due to the Architect under the contract the Architect either shall pay the excess amount ordered by BHEL or the same shall be recovered from the Architect by any other means. This will be in addition to the forfeiture of security deposit.

13.1 In case BHEL completes the work, the cost of such completion to be taken into account to be charged to the Architect shall consist of materials purchased and / or labour, provided by BHEL and shall be addition to cover supervision and establishment charges as may be decided by BHEL

14 Force Majeure Conditions

14.1 The following shall amount to Force Majeure:

Acts of GOD, Acts of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earth-quake and epidemic and other similar causes over which the Architect has no control.

14.2 If the Architect suffers delay in the due execution of the contractual obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Architect shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Architect immediately report to BHEL in writing the causes of delay. The Architect shall not, however, be eligible for any compensation.

15 Indemnity:

1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc.
2 arising out of any of his acts or out of the acts of his agents or associates or servants
3 during the currency of the contract.
4

16 Arbitration

All disputes or differences between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or of any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to other party be referred to sole arbitration of General Manager of BHEL or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act. The arbitrator shall give reasons for the award. The parties to the contract understand and agree that it will be no objection that the said General Manager or the person nominated by him as arbitrator, had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to the contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the said General Manager or his successor, as the case may be either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. The arbitrator may from time to time, with consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration shall be the place from which the contract is issued of such other place as the arbitrator at his discretion may determine.

Date :

Authorised Signatory
Seal/Stamp of the company

Annexure 'A'

(Company's letter head)

UNDERTAKING

Ref No: : RE/LKO/INTER/2014/001/

Date:

I, _____ authorized representative of M/s

do

Hereby solemnly declare that our firm M/s

_____ has not been blacklisted by any Statutory Authority or any other Government Department

or any Central/State PSUs and that we shall be liable for consequences of wrong undertaking.

Date:

Authorised Signatory
Seal/Stamp of the company

PRICE BID

(Company's letter head)

To,
Addl General Manager,
BHEL, ROD,
B-2 Block First Floor,
PICUP Bhawan, Gomti Nagar Lucknow - 226010

RefNo: : RE/LKO/INTER/2014/001

Date:

1. This is to certify that I/We have gone through the tender specification in full and accept all terms and conditions laid therein. We agree to work on the terms and conditions of the Tender specification and other conditions stated in the Specification.
2. We have understood the total scope of work envisaged.
3. Our professional charges are ____ % (In words _____ Percent) of the total work estimates as defined in the specification. (upto three decimal points)
4. The present Service Taxes leviable on as Professional Tax are ____%.The taxes, in case of any change in due course of contract execution will be refunded to as per relevant notification.

Date :

Authorised Signatory
Seal/Stamp of the company