

TENDER DOCUMENT

(TENDER No. CFP/CIVIL/MNT/2014-15/02)

Dated 12-04-14

**Consultancy services for
Checking the adequacy
of building at BHEL-CFP
RUDRAPUR (U.K.)**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 263153 (U.K.)**



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Brief Description of the Project

Adequacy of the existing structure of buildings at BHEL-CFP, Rudrapur premises viz., New Admin., Production office & canteen is to be checked for the load as explained in Annexure–II&III(see page-7) for proposed construction of second storey over the existing structure. The proposed layout of second storey of the each building is attached at **Annexure-I.**

BHEL-CFP, Rudrapur intends to enter into contract for consultancy services for accomplishment of abovesaid work with suitable party via invitation of offers and in accordance with Scope & Conditions stipulated in this tender documents

Note:

The above description is only brief to give the tenderers an insight into the broad scope of the work. This description cannot be used by the successful contractor to refuse any other work but not stated explicitly. The scope of work may increase or decrease depending on the details submitted by actual circumstances, BHEL management decisions and the performance of contractor during the progress of work



SCOPE OF WORK

Scope of work for New Admin, Production office & Canteen building shall be as follows:

A) New ADMIN BUILDING:-

The following available Inputs shall be provided by BHEL:

- Foundation Dwg & its reinforcement detail
- Ground storey layout
- Column, Beam layout and its reinforcement detail
- Proposed plan of second storey building.

Scope of Work:

- Detailed design document of foundation, Column & beam shall be submitted considering the load(explained in Annex –II&III) of second storey along with dwg(civil & architect of both storey) showing all the details of structure.
- Section & reinforcement detail of existing structure like column, beam & foundation shall be compared after considering the load of second storey mentioning whether the existing section detail and its reinforcement detail is passed or failed in design while considering the load of second storey.
- To find out SBC of the soil through Standard penetration test or Plate load test or other test as per Indian standard code.
- To check adequacy of proposed construction of second storey over the existing structure
- Conduct bore hole soil investigation & test at **min. three locations** in the proposed building areas by engaging any of the expert team in the field including water sampling & testing to arrive at the safe bearing capacity of the soil for incorporation in the design
- **ADEQUACY REPORTS:** To prepare, validate and submit in original, the structural adequacy report for the load considered as per proposed layout building wise duly verified and approved by the Government technical Institute(IIT & NIT) / agency as well as detailed estimation for preparation of BOQ of the work. All calculation sheet, design document and drawings, detailed estimation(based on DSR for schedule item and for non schedule item ,budgetary quotation along with technical specification shall be submitted) shall form the part/annexures of adequacy report.



B) Production office & Canteen buildings:

The following available Inputs shall be provided by BHEL:

(a) Production office:

- Column, beam & foundation layout & its reinforcement detailed dwg is not available as the building was constructed before 25 years however RCC Column of length 1m has been projected over the roof of the ground storey.
- Proposed plan of second storey building.

(b) Canteen Building:

- Column, beam & foundation layout & its reinforcement detailed dwg is not available as the building was constructed before 25 years however RCC Column of length 1m has been projected over the roof of the ground storey.
- Proposed plan of second storey building.

Scope of Work:

- Detailed design document of foundation, Column & beam shall be submitted considering the load (explained in Annex –II&III) of second storey with dwg(civil & architect of both storey) showing all the detail of structure.
- To find out SBC of the soil through Standard penetration test or Plate or other test as per Indian standard code
- Conduct bore hole soil investigation & test at **min. three locations** in the proposed building area by engaging any of the expert team in the field including water sampling & testing to arrive at the safe bearing capacity of the soil for incorporation in the design
- Column ,Beam location& its size and the layout dimension of the proposed dwg of the second storey building is indicative and may not match with the existing structure. Architect is required to visit the site and prepare the dwg layout for further work to complete the scope of work.
- **ADEQUACY REPORTS:** To prepare, validate and submit adequacy report in original of the building wise structures duly verified and approved by the Government technical Institute(IIT & NIT) / agency AS PER Indian codal provision in three hard copies as well as detailed estimation for preparation of BOQ of the work. All calculation sheet, design document and drawings, detailed estimation (based on DSR for schedule item and for non schedule



item, budgetary quotation along with technical specification shall be submitted) shall form the part/annexures of adequacy report.

Note:

- (1) The methodology adopted for checking the adequacy of the structure shall be as per relevant IS code and validated by the Government technical Institute(IIT&NIT) / agency.
- (2) Layout drg. proposed by consultant could be changed/modified in consultation with Engineer in-Charge(Civil Deptt./BHEL).
- (3) In case the available input is inadequate. In case assessment of adequacy is not feasible with available inputs and no further work & submission of design, drawings, compare sheet is undertaken then consultant is to submit the Adequacy Report mentioning detailed reasons of non-feasibility

2. DELIVERABLES BY THE CONTRACTOR UNDER SCOPE OF WORK

- 2.1 The Architect shall appoint any of the expert group in soil investigation field for conducting bore hole soil investigation & submit the report including the water sampling & testing as per indian standard code.
- 2.2 . The Architect shall keep the Department informed about the progress of work in his office. Submit program chart to departmental acceptance.
- 2.3 The Architect may appoint specialised consultants in consultation with the Department, if necessary .
- 2.4 The Architect shall be responsible for the direction and integration of the consultants work, the calculations, the detailed design and evaluation of the work.
- 2.5 The Architect shall supply to the Department, free of cost, up to three sets of drawings/document/report at different stages.
- 2.6 The Architect shall not make any deviations, alterations „or“ omissions from the approved drawings, involving financial implications without prior consent of the Department.
- 2.7 All the approved drawings shall be the property of BHEL. The same shall be submitted to the department immediately after getting them approved.
- 2.8 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.



- 2.9 BHEL may review the work carried out by the consultant at Architectural planning, detailed engineering „or“ at any pre-constructional stage to get satisfied with the standards and procedures adopted by the consultant to make available the concerned documents to BHEL on demand.
- 2.10 It is the responsibility of the architect to plan and design the building based on standard engineering practice. The architect shall stand guarantee for the performance of the system designed by them for a minimum of 25 years. A guarantee bond on standard approved proforma shall be provided by the architect.
- 2.11 Architect / Consultant shall provide detailed computations and back up of structural design sheets to BHEL. The Architect / Consultant shall provide all drawings and designs on auto CAD STADDPRO „or“ any relevant computer programmes. Copy of final design / drawings shall be made available to BHEL in soft copy as well as hard copies in three sets.

3. Load and its combination:-

Following load and its combination is to be considered for checking the adequacy as explained in the scope of work

3.1 The following basic load cases have been considered X axis Longitudinal direction Z axis Transverse direction(ANNEX-II)

1. DL - Dead Load.
2. LL - Live Load.
3. WLX1 - (Wind force in positive x-direction- Pressure).
4. WLX2 - (Wind force in positive x-direction-Suction).
5. WLX3 - (Wind force in Negative x-direction-Pressure).
6. WLX4 - (Wind force in Negative x-direction-Suction).
7. WLZ5 - (Wind force in Positive z-direction-Pressure).
8. WLZ6 - (Wind force in Positive z-direction-Suction).
9. WLZ7 - (Wind force in Negative z-direction-Pressure).
10. WLZ8 - (Wind force in Negative z-direction-Suction).
11. SL (+) X - Seismic load in X-direction.
12. SL (+) Z - Seismic load in Z-direction

3.2 LOAD COMBINATIONS(ANNEX-III)

*UNFACTORED LOAD COMBINATIONS FOR SUBSTRUCTURE DESIGN

1. LOAD COMB 21 DL+LL
1 1.0 2 1.0
2. LOAD COMB 22 DL+LL+WLX1



- 1 1.0 2 1.0 3 1.0
3. LOAD COMB 23 DL+LL+W LX2
1 1.0 2 1.0 4 1.0
4. LOAD COMB 24 DL+LL+W LX3
1 1.0 2 1.0 5 1.0
5. LOAD COMB 25 DL+LL+W LX4
1 1.0 2 1.0 6 1.0
6. LOAD COMB 26 DL+LL+W LZ1
1 1.0 2 1.0 7 1.0
7. LOAD COMB 27 DL+LL+W LZ2
1 1.0 2 1.0 8 1.0
8. LOAD COMB 28 DL+LL+W LZ3
1 1.0 2 1.0 9 1.0
9. LOAD COMB 29 DL+LL+W LZ4
1 1.0 2 1.0 10 1.0
10. LOAD COMB 30 DL+0.5LL+SEISMIC(X)
1 1.0 2 0.5 11 1.0
11. LOAD COMB 31 DL+0.5LL-SEISMIC(X)
1 1.0 2 0.5 11 -1.0
12. LOAD COMB 32 DL+0.5LL+SEISMIC(Z)
1 1.0 2 0.5 12 1.0
13. LOAD COMB 33 DL+0.5LL-SEISMIC(Z)
1 1.0 2 0.5 12 -1.0
14. LOAD COMB 34 DL+W LX1
1 1.0 3 1.0
15. LOAD COMB 35 DL+W LX2
1 1.0 4 1.0
16. LOAD COMB 36 DL+W LX3
1 1.0 5 1.0
17. LOAD COMB 37 DL+W LX4
1 1.0 6 1.0
18. LOAD COMB 38 DL+W LZ1
1 1.0 7 1.0
19. LOAD COMB 39 DL+W LZ2
1 1.0 8 1.0
20. LOAD COMB 40 DL+W LZ3
1 1.0 9 1.0
21. LOAD COMB 41 DL+W LZ4
1 1.0 10 1.0
22. LOAD COMB 42 DL+SEISMIC(X)
1 1.0 11 1.0
23. LOAD COMB 43 DL-SEISMIC(X)
1 1.0 11 -1.0



24. LOAD COMB 44 DL+SEISMIC(Z)

1 1.0 12 1.0

25. LOAD COMB 45 DL-SEISMIC(Z)

1 1.0 12 -1.0

***FACTORED LOAD COMBINATIONS FOR SUPER STRUCTURE**

1. LOAD COMB 46 DL+LL

1 1.5 2 1.5

2. LOAD COMB 47 DL+LL+WLX1

1 1.2 2 1.2 3 1.2

3. LOAD COMB 48 DL+LL+WLX2

1 1.2 2 1.2 4 1.2

4. LOAD COMB 49 DL+LL+WLX3

1 1.2 2 1.2 5 1.2

5. LOAD COMB 50 DL+LL+WLX4

1 1.2 2 1.2 6 1.2

6. LOAD COMB 51 DL+LL+WLZ1

1 1.2 2 1.2 7 1.2

7. LOAD COMB 52 DL+LL+WLZ2

1 1.2 2 1.2 8 1.2

8. LOAD COMB 53 DL+LL+WLZ3

1 1.2 2 1.2 9 1.2

9. LOAD COMB 54 DL+LL+WLZ4

1 1.2 2 1.2 10 1.2

10. LOAD COMB 55 DL+0.6LL+SEISMIC(X)

1 1.2 2 0.6 11 1.2

11. LOAD COMB 56 DL+0.6LL-SEISMIC(X)

1 1.2 2 0.6 11 -1.2

12. LOAD COMB 57 DL+0.6LL+SEISMIC(Z)

1 1.2 2 0.6 12 1.2

13. LOAD COMB 58 DL+0.6LL-SEISMIC(Z)

1 1.2 2 0.6 12 -1.2

14. LOAD COMB 59 DL+WLX1

1 1.5 3 1.5

15. LOAD COMB 60 DL+WLX2

1 1.5 4 1.5

16. LOAD COMB 61 DL+WLX3

1 1.5 5 1.5

17. LOAD COMB 62 DL+WLX4

1 1.5 6 1.5

18. LOAD COMB 63 DL+WLZ1

1 1.5 7 1.5

19. LOAD COMB 64 DL+WLZ2

1 1.5 8 1.5



20. LOAD COMB 65 DL+WLZ3
1 1.5 9 1.5
21. LOAD COMB 66 DL+WLZ4
1 1.5 10 1.5
22. LOAD COMB 67 DL+SEISMIC(X)
1 1.5 11 1.5
23. LOAD COMB 68 DL-SEISMIC(X)
1 1.5 11 -1.5
24. LOAD COMB 69 DL+SEISMIC(Z)
1 1.5 12 1.5
25. LOAD COMB 70 DL-SEISMIC(Z)
1 1.5 12 -1.5



BHARAT HEAVY ELECTRICALS LTD.

Component Fabrication Plant
RUDRAPUR-263153

Phone No.
Fax.
e-mail:

NOTICE INVITING TENDER

Date : 12/04/2014

From :
Sr. Engineer(Civil)
BHEL, CFP
Rudrapur(U.K.) -263153

To : M/s _____

Dear Sir,

Sealed Tenders in two parts (i) Techno-Commercial bid & (ii) Price Bid are invited for the work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:

Nature of work	Schedule of completion	Estimated value of Work	Earnest money deposit (in Rs)	Last date of issue of Tender date & time	Tender submission date & time	Tender opening (Part 1) date & time
Consultancy services for Checking the adequacy of building at BHEL- CFP, RUDRAPUR	90 days	.	Rs. Forty Thousand (Rs 40,000) To be accompanied with techno-commercial bid (Part 1)	25/07/2014 (12.00 pm)	25/07/2014 (2.00 pm)	25/07/2014 (3.00pm)

Cost of tender documents: **Rs.1000/-**

1. Address for submission & opening of Tender:

If through courier;

Office of Sr. Engineer(Civil/Mnt)
BHEL, CFP,
Rudrapur-263153(UK)
Fax :

If delivered in tender box;

Tender Box Provided At
Administrative Building
M.M. Department,
BHEL- Rudrapur- 263153(UK)

The tender document can also be downloaded from our website **www.bhel.com**. Bidders downloading the tender document must enclose the cost of tender documents along-with the techno-commercial bid in form of DD(preferably from SBI) drawn in favour of "BHEL" payable at Rudrapur. Tender

Name & Signature of Bidder

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document can also be obtained in person by contacting the office of **Manager(Civil/MNT)** along-with request letter and tender cost. Offer is to be submitted in two parts in sealed envelope duly superscribed as:

“Tender for Consultancy services for checking the adequacy of building at BHEL-CFP Rudrapur TENDER No.:-CFP/CIVIL/MNT/2014-15/02Dt:12/04/14

Any Errata / Addendum / Extension / corrigendum to this tender shall be published on BHEL web page(www.bhel.com) only. For such updates, Tenderes are advised to visit BHEL web page regularly.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood & agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) :

Name and designation of Authorized Person(s) :

Bidder(Name of organization) :



BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from sl. no (1) to (3) as mentioned below has to be fulfilled for technical suitability of the offers submitted by bidders:

- (1) The Bidder should have an Average Annual financial turnover during the last 3 years, ending 31st March-2014 not less than Rs.7 Lakhs as per audited accounts. In case the accounts of 2013-14 remains unaudited, then the turnover of 2012-13 & two years prior to that, which have been audited shall be considered for averaging the last three years turnover.

- (2) The bidder should have the experience of successfully completing similar works during the last seven years ending 31.04.2014 with either of the following.
 - a) Three similar completed works costing not less than the amount equal to Rs 8 Lakhs each.

Or
 - b) Two similar completed works costing not less than the amount equal to Rs.10 Lakhs each.

Or
 - c) One similar completed work costing not less than the amount equal to Rs 16 Lakhs.

- (3) The Architect must be registered with the council of architecture, India

- (4) The tenderer should not have blacklisted by any statutory authority or any government deptt or state /central PSU

Definition of similar work(s): Only the Consultancy work like, preparation of design, dwg and soil investigation of the industrial building or township will constitute similar works:

Notes:



- (A) The Bidder must submit their documentary proof in support of each of the above conditions along with the techno commercial bid Part-I, failing which BHEL reserves the right to reject the offer.
- (B) Bidder may attend Pre-Bid discussion on 15day before opening of tender from 10 A.M. to 3 P.M. with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.



FINANCIAL VIABILITY

1.	Owner’s capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years (As per audited account). Year 1 Year 2 Year 3	Rs. Rs. Rs.
3.	Value of fixed Assets of the business in last three years. Year 1 Year 2 Year 3	Rs. Rs. Rs.
4.	Guarantee limits(if any) enjoyed by the firm	Rs.
5.	Over draft limits(if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor’s financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

Note: All the above documents should be duly certified by auditors / Banks as the case may be.



ANNEXURE – 'B'

SIMILAR JOBS EXECUTED/IN PROGRESS

Sl. No	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Name & Signature of Bidder

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ANNEXURE –‘D’

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

1.	Name & Address of the Tenderer	
2.	E-mail ID	
3.	Phone No. (Office) Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal No. & date	
6.	Whether EMD submitted of requisite value(By cash/Bank Draft).	
7.	Validity of offer/rates quoted is for three months from the date of opening of tender	Yes/No
8.	Financial Status (as per the format Annexure `A`)-enclosed copy	Yes/No
9	Bank Details(enclose a cancelled cheque or a copy of cheque duly signed)	Account no.: Name of Bank: Branch: IFS Code:
9.	Permanent account Number as per AnnexA- enclose copy	
10.	Details of experience(as per Annexure `B`)	Yes/No
11.	Attested copy of power of attorney as per clause 30 of terms & condition.	Yes/No
13.	Declaration sheet as per Annexure `C`	Yes/No
14.	P.F. Code No	
15.	Service Tax Registration Number(PAN based) – Attach copy of registration	

Name & Signature of Bidder



16.	ESI Registration-Attach copy	
17.	Valid labour license no. & date	
18.	Blank copy of price-bid,	
19.	Bar chart/ PERT Chart (Time schedule)	



BHARAT HEAVY ELECTRICALS LIMITED
CFP-Rudrapur

Terms & Condition

1. Wherever the term 'Architect', 'Consultant' appears in the tender document, the same shall also mean and refers to the term 'Contractor'.
2. **Tender is to be submitted in two parts viz., Techno-Commercial bid(Part-I) & Price Bid(Part-II) in separate sealed envelops as follows:**

(i) Part-I: Techno-Commercial bid:

Techno-commercial bid should comprise, Check list(Annexure-D) with required enclosures, cost of tender doc. in form of DD(payable at Rudrapur)/copy of cash receipt, EMD(name of bidder to be mentioned on the reverse side) and duly signed and stamped NIT, Qualification criteria for bidders, Scope of work, Terms & Conditions, Financial status(Annexure-A) and blank copy of price-bid(the spaces provided for prices/values should be crossed (/) and taxes, if applicable needs to be specified in terms of percentage only). Only Techno-commercial bid will be opened on due date in the presence of bidders who chose to be present at the time & place of opening.

NOTE: Tenderer has to submit Bar chart/PERT chart (L1 Chart) for completion of work along with techno- commercial bid.

(ii) Part-II: Price bid:

The price bid should contain prices only as per format of Price bid duly signed & stamped. No conditions should be mentioned in the price bids. No items of price bid format should be left out and rates for all items as per price bid format should be quoted. Overall offered price should be mentioned both in figures and in words. All entries should be in one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the bidder.

Respective envelopes should be superscribed as '**Technocommercial bid**' & '**Price bid**'. Both envelopes to be enclosed in one bigger envelope. Name of work, Tender enquiry no., due date & name of bidder should be mentioned on all the envelops.

- Note: (1) Tenders not submitted as per above or without Techno-commercial bid/Price bid/incomplete bid are liable to be rejected.**
- (2) Price bids of only those bidders shall be opened whose techno-commercial bid is found suitable as per evaluation by BHEL.**

Tenderer has to quote overall offered price both in figures and in words for the items given in the Bill of Quantities from page 33 provided in the Price Bid.

Name & Signature of Bidder

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- (a) If, in the price structure quoted for the required goods/ services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
3. Quoted rate(s) shall be firm and valid throughout the contract period including extended period(if any) and no cost escalation shall be allowed on any account. Rate(s) quoted should include all royalties & contingencies. Taxes if any should be mentioned separately and specifically as per price bid format.
4. **Single Rate/Unit should be mentioned in the price bid format which will be same for each job. In case more than single rate is mentioned, the tender submitted shall be disqualified.**
5. Tenders can be submitted by "Registered Post/ Courier/ by hand in tender box so as to receive at BHEL by due date & time. Tenders received after the due date and time of opening, tenders are liable to be rejected & returned.
6. **Evaluation and comparative standing of offers will be done on overall cost basis. Award of work shall be considered to bidder with techno-commercially qualified overall L-1 offer only.**
7. **BHEL reserves the following rights:**
- (a) To accept/reject any or all tenders without assigning any reason therefor.
- (b) To go for **REVERSE AUCTION** instead of opening the sealed price bid, which shall be decided after techno-commercial evaluation of offers.
8. TENDERERS should fill in all the required particulars without any blank spaces provided in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to before submitting their tender.
9. Any electric power required for contractors' lighting/ machinery for the purpose of work shall be supplied **FREE OF COST** by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board/ company free of cost. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears.

Name & Signature of Bidder

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Power will **not** be allowed for **cooking** and **room (air) heating** in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.K.

10. Water will be supplied free of cost.
11. Water and power will be given at one point. All other things are to be arranged by Contractor.
12. All the gate passes/Permission etc to be arranged by the contractor.
13. The lumpsum rate offered is for comprehensive services(all inclusive) as indicated in the scope and shall provide for the complete cost towards bore hole soil investigation & testing, model preparation, site visit, fuel, temporary works, labour, materials, levies, taxes, transport, lay-out, rework, till acceptance by BHEL, general supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals, contingencies, market fluctuations etc., complete and irrespective of the floor area of the building proposed by the consultant / accepted by BHEL.
14. Some changes are likely in the layout, design and specifications of the work. In quoting their rates, the Tenderers are advised to take account of all factors including any contingencies, fluctuations in the market rates etc. The rates quoted shall be deemed to be inclusive of all such contingencies, market fluctuations and no claim will be entertained on this account after acceptance of the tender „or“ during the currency of the contract.
15. Before submitting offer, the tenderers are advised to inspect/visit the site of work and be well acquainted with the environment, work, actual site conditions and other prevalent conditions including position of materials and labour, drawings, specifications and all other documents which form part of the agreement to be entered into.
16. The offer by the tenderer shall remain valid for a period of **THREE MONTHS** from the date of opening of techno-commercial bid.
17. In the event of tender being submitted by the 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 the firm concerned in the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

13. EARNEST MONEY DEPOSIT (EMD)

- a) Tenderer is required to remit a sum of **Rs.40000/- (Rupees** Fourty Thousand only) towards EARNEST MONEY DEPOSIT (EMD) in cash against receipt or“ by Demand Draft drawn in favour of “BHARAT HEAVY ELECTRICALS LIMITED” payable at Rudrapur. The photocopy of the cash receipt for EMD to be enclosed along with the sealed Techno-commercial Bid(Part-I).
- b) **Tenders submitted by the parties without EMD will not be considered and shall be outrightly rejected.**



- c) The EMD of the successful tenderer will be retained towards part of Security Deposit. In the case of unsuccessful tenderers, the EMD will be refunded to them within fifteen days from the date of award of work to the successful bidder. However, no interest (or) damages would be paid to the Bidders for delay in refund of EMD beyond the above specified period.
- d) BHEL reserves the right to forfeiture of EMD in case the successful tenderer:
- Fails to start the work by the date as may be indicated in the Letter of Intent.
 - After opening of the tender, the tenderer revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.

NOTE: Cheque, Currency Notes and Money orders will not be accepted in lieu of the deposit receipt referred to above.

14. Security Deposit

- (a) Security Deposit is to be deposited by the successful tenderer as per the following rate of value of work order:
- Upto Rs. 10 lakhs : 10%
 - Above Rs. 10 lakhs upto Rs.50 lakhs : Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
 - Above Rs. 50 lakhs : Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The security amount should be deposited by the contractor before start of the work

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

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL.
- Local cheques of scheduled banks, subject to realization.
- Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Architect / consultant furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash „or“ in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- 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 architect /consultant, A/C BHEL, duly discharged on the back.



- vii) 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 deposited before start of the work and the balance 50% shall be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation „or“ endorsement on the documents in favour of BHEL. However, BHEL will not be liable „or“ responsible in any manner for the collection of interest „or“ renewal of the documents „or“ in any other matter connected therewith.

(c) RETURN OF SECURITY DEPOSIT:

After the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form(WAM-11) and returns properties belonging to BHEL taken, borrowed or hired by him/ them for carrying out the said works, **half the amount of Security Deposit will be released to the contractor** after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of security deposit will be released only after ‘defect liability period’ of 12 months and on submission of proof of discharge of liabilities under PF, ESI, Service Tax under Finance Act 1994, workman compensation Act and other labour laws etc. In case Bank Guarantee has been submitted towards 50% Security Deposit, the same only will be released retaining the security deposit received in cash or cash equivalent for the above defect liability period. This security deposit portion retained in cash or cash equivalent may also be released provided Bank Guarantee from Nationalized Bank for equivalent amount is submitted by the contractor for the duration of defect liability period plus three months claim period

- 15. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 14 of terms & condition (see page 22) within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.
- 16. Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down Accepting Officer are liable to be rejected.
- 17. The work must be completed within a period as mentioned in Time Schedule(Para-46 of terms & condition- see page -27).

Name & Signature of Bidder

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18. The General Manger / Additional General Manager / Senior Manager / Manager / Senior Engineer shall be the Accepting Officer, herein after referred to as such for the purpose of this contract.
19. Should a tenderer finds discrepancies „or“ omissions in the drawings „or“ any of the tender documents „or“ should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
20. The responsibility of contractor under the contract shall commence from the 15th day as per the date of LOI. The scheduled period of completion for this work will be as mentioned in NIT and the Architect / consultant will have to plan his work accordingly.
21. Should a tenderer „or“ an architect/consultant on the list of approved Architect / Consultants have a relative, „or“ in the case „or“ a firm „or“ Company of architect / consultants any of its share holders „or“ shareholder’s relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, 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 comes to light, the contract may be rescinded in accordance with the relevant provisions.
22. If tenderer expires after the submission of his tender „or“ after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender „or“ after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
23. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer „or“ by changes in the composition of firm made subsequent to the execution of the contract. They may however accept such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
24. If the tenderer deliberately gives wrong information in tender „or“ creates conditions favourable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage. Canvassing in any form in connection with tenders will be liable for rejection of tender.
25. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
26. The expenses for completing and stamping the agreement shall be paid by the contractor.
27. In regard to matters not covered of Contract, those contained in the Uttarakhand Building Practice Standard Specifications „or“ CPWD „or“ other specifications approved by the Bharat Heavy Limited, Shall apply.



28. Tenderers shall not increase their quoted rate in case the Bharat Heavy Electricals Limited, negotiates for reduction of rate. Such negotiation shall not amount to cancellation „or“ withdrawal of the original offer.

29. PREVIOUS EXPERIENCE:

A statement giving particulars (duly supported by documentary evidence) of the various job executed /in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc. as per Performa – ANNEXURE-`B` (See page 16)

30. ORGANISATION CHART:

- (a) The organization pattern indicating name, qualification and experience of the Engineer and other personnel present at senior level in the roll of the company as on 31.03.2014.
- (b) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor/ CEO of company/ partner in case of proprietorship firm shall also be attached.
- (c) IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/Instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

- 31. Declaration sheet as per Performa enclosed at ANNEXURE-`C` (See page 34).
- 32. Check list and schedule of general particulars duly filled in, signed and stamped as per `ANNEXURE-`D` (see page 16).
- 33. In addition to the above, the particulars required elsewhere in tender documents or Annexures contained herein needs to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

34. Adequacy of building Structures:



The Services to be rendered by the architect / consultant shall be based on National Building Code – 2005 amended upto date, relevant applicable latest codes and sound engineering practices. Major decision and specification shall be reviewed by BHEL to the extent desired.

Approval of any design / drawing by BHEL shall however not relieve the Consultant in discharging their responsibilities regarding the adequacy of design and proper functioning of the works. The Consultant shall be fully responsible for the adequacy, accuracy and quality of entire services performed by them in accordance with accepted standards of safety, earthquake requirements. The Consultant is required to provide services based on extant rules, local bye – laws, applicable standards CPWD specifications/schedules, sound engineering practices all updated, and / „or“ as instructed by BHEL. Any test performed during checking the adequacy of the building should not adversely affect the existing structure at all with respect to stability etc. All necessary arrangements for conduct of test(s) at site including required manpower, tools & tackles shall be made by the contractor at its own cost.

35. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this service contract lies with the consultant, the consultant should ensure that no re-work is done.
36. In case of any damage occurs to BHEL property due to acts of contractor or its workmen during execution of work at site, the same shall be fully compensated by the contractor
37. The decision of Engineer-in-charge shall be final and binding on the architect / consultant regarding clarification of items in this tender schedule.
38. The architect / consultant shall follow and shall be responsible for strict adherence to various labour laws in force.
39. The methodology adopted for checking the adequacy of the structure shall be as per relevant IS code and validated by the Government technical Institute(IIT&NIT) / agency.
40. The architect / consultant should extend full co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
41. Purchase preference policy if applicable will be extended to CPSE bidders subject to other terms & conditions as provided in the office memorandum issued by DPE. The tenderer has to furnish copy of Government circular for claiming purchase preference
42. Bank Guarantee format can be obtained from BHEL after award of work in case of successful tenderer.
43. No advance / mobilization advance will be given for any work under contract.
44. Addition and alterations

BHEL shall have the right to request in writing changes, additions modifications „or“ deletions in the design and drawing of any part of the work



and to request in writing additional work in connection therewith and the Architect / Consultant shall comply with such request. The decision of the BHEL shall be final .No extra amount is called for

45. Foreclosure of contract:

BHEL reserves the right for foreclosure of contract in case of unsatisfactory performance in the execution of the contract by the contractor awarded against tender, by giving a notice period of 15 days. In such case, security deposited by the contractor shall be forfeited by BHEL.

46. DELIVERY SCHEDULE

The duration of phase 1 is 15 days from the date of 15th date issue of LOI. The duration of phase 2 is 15 days from there on. The duration of phase 3 is 15 days from there on. The duration of phase 4 is 15 days from there on. The duration of construction phase is earmarked for two Months. The above services are to be performed as per the following schedule: -

Phase No	Activity	Duration
1	Bore hole soil investigation & testing , Upto and including the release of conceptual design & Preliminary drawing	15 days from the date of agreement
2	Up to and including the submission of approved drawing(Architect & civil) and design document duly vetted by government technical institution(IIT&NIT)/agency	15 days from the completion of activity1
3	Issue of Good for construction drawings	Within 15 days of completion of activity 2
4	Submission of Adequacy Report of each building	15 days of completion of activity 3

47. Time Extension for Delay

If case, the work is delayed by Force majeure conditions like, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, non-availability of stores which are the responsibility of BHEL to supply, non-availability or break down of tools and plant, to be supplied by BHEL, flood, riots, cyclone, earthquake etc. any other cause including delay in site clearance for work by BHEL, which in the absolute discretion of General Manager/BHEL is beyond the contractor's control, request for extension of time alongwith reason(s) to be eligible for consideration, shall be made by the contractor in writing within seven days of



the happening of the event causing delay but before expiry of scheduled date of completion. BHEL may or may not, at its discretion, give any extension after review of contractor's application and mere submission of application for extension shall not absolve the contractor of its obligation to complete the work within scheduled time or liable to be penalised for delay unless time extension is provided by BHEL. Status on grant/turndown of extension request shall be communicated to the contractor by the Engineer-in-charge.

48. LIQUIDATED DAMAGES

If the work is not completed within the specified period and any extension thereof, the contractor shall be liable to pay liquidated damages for delay in completion of work @ 0.5% of the value of contract for every week of delay or part thereof, subject to a maximum of 10% of the contract value without BHEL being required to establish and prove the actual loss/ damage suffered by BHEL on account of such delay.

MEASUREMENT OF WORK AND MODE OF PAYMENT

- a. All payments due to the contractor shall be made by 'Electronic Fund Transfer' mode as per Bank Account details provided by the contractor as per Annexure-D(See page 16). In case of change in particulars of bank account, the details should be communicated at the earliest by the contractor to BHEL for necessary updation.
- b. All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account(RA bill) & both the party will sign in that book.
- c. Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Architect, shall be payable as per rules.
- d. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- e. The contractor shall bear the expenditure involved if any, in conducting measurement of the job done. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.
- f. Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- g. Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No



Claim' and 'No Demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE: Normally it takes approximately 30 days for the final bill payments to be released by BHEL after recording the measurements.

- h. Interim bills shall be submitted by the contractor as per stages mentioned in schedule of payment(cl.50) for the work executed & jointly measured by contractor & BHEL.
- i. Payment on account for amount admissible shall be made on the certifying the sum to which the contractor is considered entitled by way of interim payment for the following all works executed, after deducting there-from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- j. Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the supporting an interim payment shall of itself be conclusive evidence that any work or material to which it relates is/are in accordance with the contract.
- k. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

All payments will be subject to the deduction of income tax at source and service tax as per applicable rules. Service tax if charged should be mentioned separately on the bills.



SCHEDULE OF PAYMENT

Payment shall be made for each individual building only after submission of adequacy report as per the scope of work mentioned for (1) Administration building and (2) Production office & Canteen building as follows:

Payment for 'Administrative building':

Since all the details like foundation dwg column & beam sectional dwg & its reinforcement detail is available with the BHEL thus it shall be mandatory for the consultant to submit the following detail:

- a. design of the building using STADDPRO considering the load mentioned in the scope of work along with compare sheet as per scope of work
- b. Civil & Architect dwg of proposed storey along with connecting RCC staircase detail/Dwg from outside for access to the first floor & roof
- c. Soil investigation report

Payment shall be made only after submission of above Document/Dwg along with adequacy report as per scope of work, bill alongwith joint measurements.

Payment for 'Production office & Canteen':

The inputs like foundation dwg column & beam sectional dwg & its reinforcement detail is not available with the BHEL, hence feasibility of assessment of structural adequacy needs to be ascertained in these cases based on which the payment for this category shall be divided into two sub category:

(A) Sub Category I: (In case assessment of adequacy is feasible with available inputs and consultant submits the following details):

- a. Design of the building using STADDPRO considering the load mentioned in the scope of work along with compare sheet after finding out the strength of the Existing structure like Beam, Column & foundation.
- b. Civil & Architect dwg of proposed as well as ground storey along with connecting RCC staircase detail/Dwg from outside for access to the first floor & roof
- c. Soil investigation report

100% Payment shall be made only after submission of above Document/Dwg along with adequacy report as per scope of work.

(B) Sub Category II:(In case assessment of adequacy is not feasible with available inputs and no further work & submission of design,



drawings, compare sheet is undertaken and consultant submits the following details):

Adequacy Report as per scope of work mentioning detailed reasons of non-feasibility: **Payment of 2% of the contract price** for these individual buildings shall be paid.

NOTE: No advance payment shall be made at any stage.

ARBITRATION AND LAWS

I. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications; design, 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, design, drawings, specifications, estimates instructions, orders or these conditions or otherwise concerning the works, or the execution of 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 General Manager, Chief Project Manager/ Manager Civil of Bharat Heavy Electricals Limited, RUDRAPUR. And if the General Manager/ Chief Project Manager / Manager Civil is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, Chief Project Manager, Manager Civil willing to act as such arbitrator. There will be no objection if the arbitrator so appointed in an employee of Bharat Heavy Electricals Limited, RUDRAPUR and that he had to deal with the matters to which the contract relates and that in the course of his duties to such he had expressed views on all or any of the matter in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office being unable to act for any reason, such General Manager/ Chief Project Manager / Manager Civil 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 General Manager/ Chief Project Manager / Manager Civil as aforesaid should act as arbitrator and if for any reason, that is not possible the matter is not be referred to arbitration at all. In all cases where the amount of the claim is



dispute is Rs 50,000 (Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.

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

It is a term of the 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 enlarge 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 award of the arbitrator shall be final, conclusive and binding all parties to this contract.

m. **Laws governing the contract**

This contract shall be governed by the Indian laws for the time being in force.

49. **Corrigendum:** All corrigendums w.r.t. this tender details shall be published at BHEL website, www.bhel.com only. Accordingly, bidders are advised to visit BHEL website regularly.



PART-II(Price Bid)

SCHEDULE 'A' **LIST OF WORKS AND PRICE BID**

NAME OF WORK: Providing comprehensive Architectural consultancy for checking Adequacy of the existing structure of buildings like New Admin, Production office & canteen for the load (explained in Annex –II&III) of proposed construction of second storey over the existing structure.

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the architect / consultant in the

SI Nos	Description of the work	UNIT	Rate(Rs.)/Unit	Amount(Rs.)
1	Structural adequacy of New ADMIN. BUILDING(01 job), Old Production Shop(01 job) & Canteen Buildings(01 job) as per scope of work and terms & conditions of tender enquiry	03 Jobs		
	Total all inclusive offer(in fig.)	--	--	

Total all inclusive offer(in words) : Rs. _____

NOTE:-

1. The work will be awarded to the techno-commercially qualified overall lowest bidder(L-1)
2. TDS shall be deducted as per prevailing Income tax rules.
3. The offer shall remain valid for a period of Three months from the date of opening of techno-commercial bid.

Name & Signature of Bidder

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Signature & stamp of bidder

ANNEXURE –‘C’

DECLARATION SHEET

I,.....on behalf of M/s..... hereby certify that, all the informations and data furnished by us with regard to this Tender No. CFP/CIVIL/MNT/2014-15/02 dated 12/04/14 is true and complete. We have gone through the specifications, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications and each page of the tender offer has been signed & stamped.

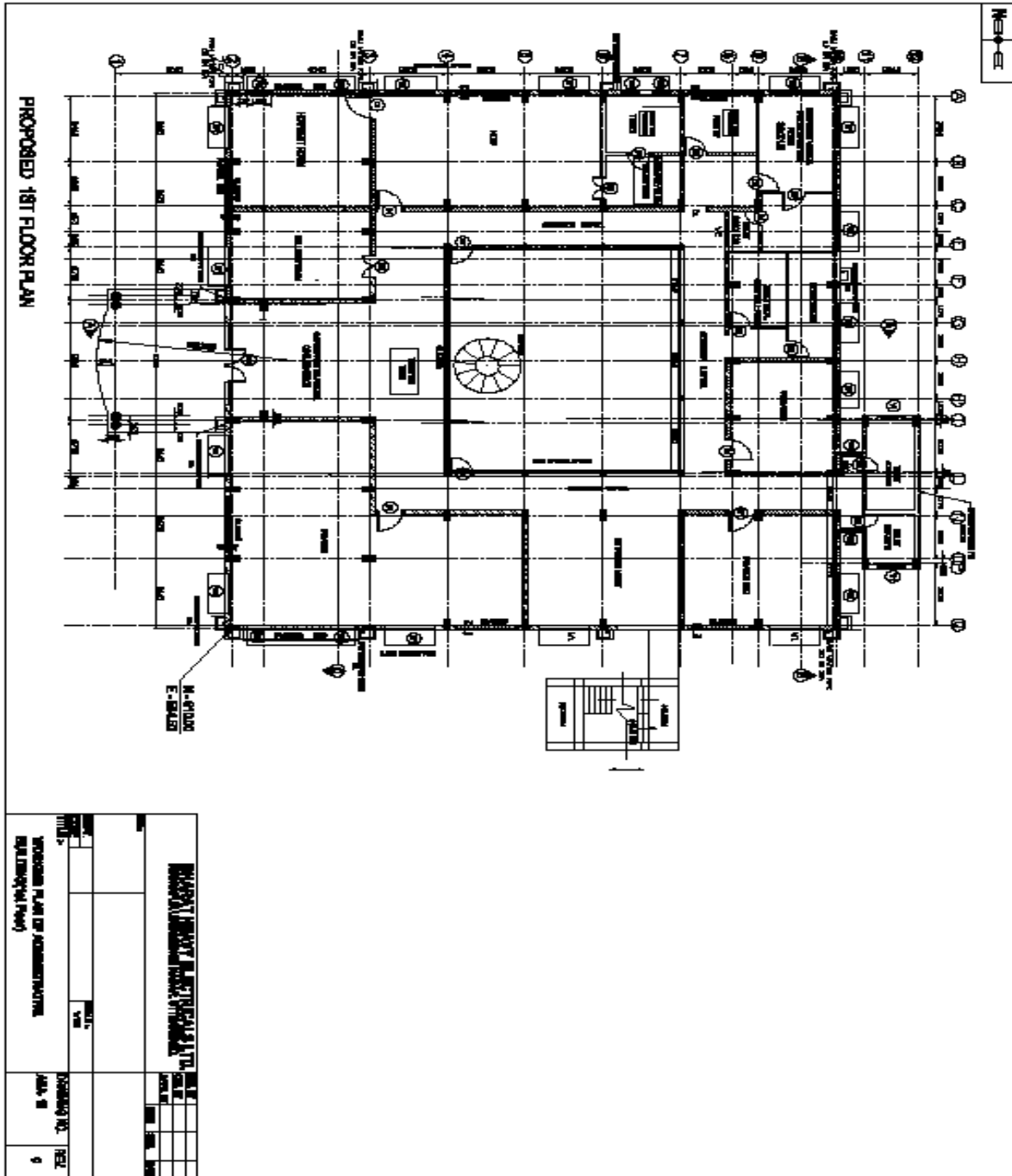
We, further declare that, the rates quoted by us in price bid are unqualified, unconditional and unambiguous.

Date :
Place :

Name & signature of the bidder
(Seal)



ANNEX-I

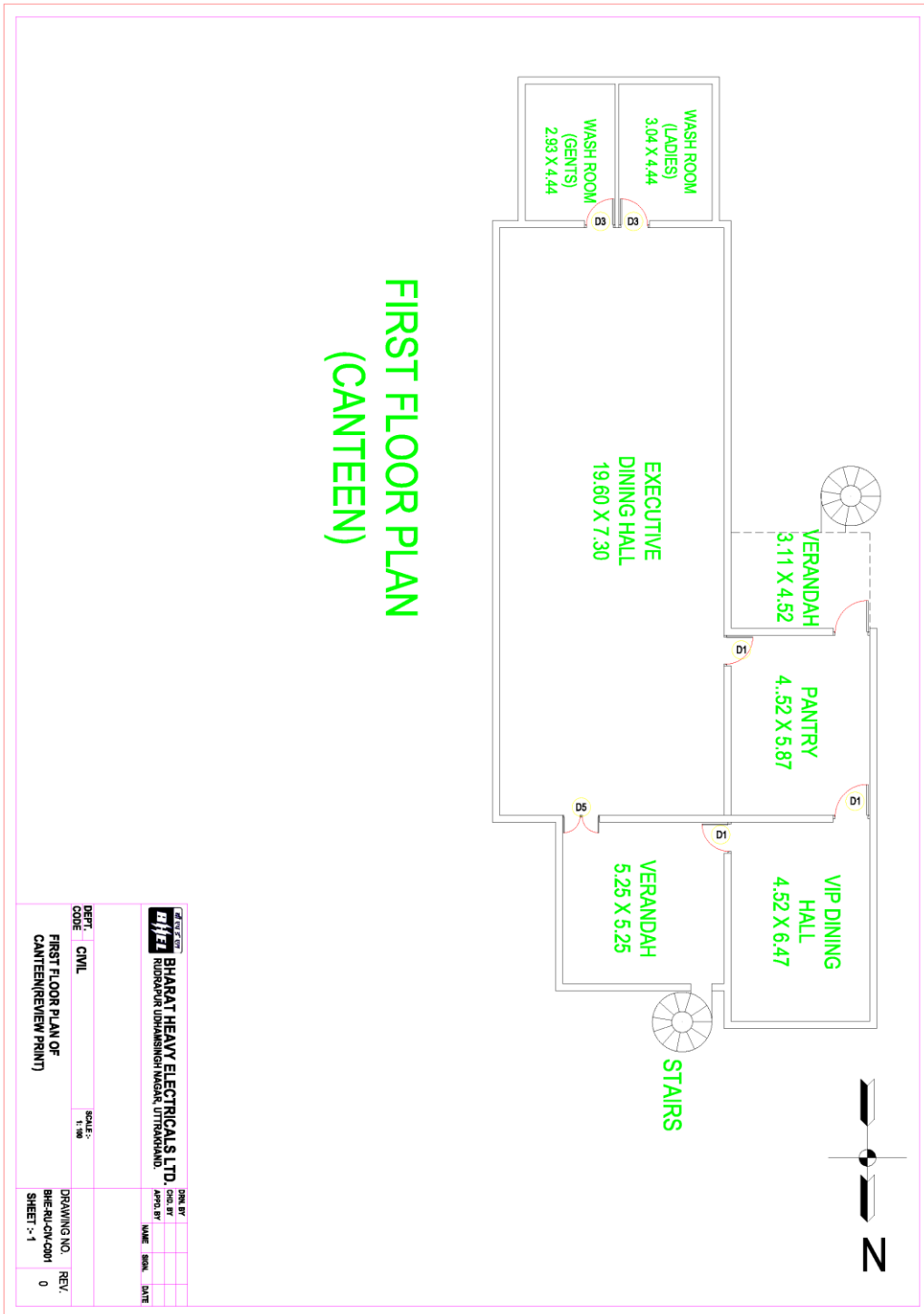


Proposed dwg layout for first floor –New administration building

Name & Signature of Bidder

CFP,RUDRAPUR





Proposed dwg layout for first floor –Canteen building



