

Bharat Heavy Electricals Limited

Industrial Valves Plant

Goindwal, Distt. Tarn -Taran, Punjab

Department of Civil Engineering

NOTICE INVITING TENDER

TENDER NOTICE NO.	06/12-13
Name of work	Design, Fabrication, Supply and Erection of a Pre Engineered Steel building Shed for stores of BHEL at Goindwal Punjab.
Site of work	GOINDWAL , DISTT. TARN -TARAN , PUNJAB
Estimated Cost of work	Rs 27,28, 544.00
QUALIFICATION CRITERIA	(1) During last seven financial years (from 01/09/2005 to 31/08/2012 should have successfully completed works either Three similar works each of value not less than Rs. 10.92 Lakhs (or) Two similar works each of value not less than Rs. 13.65 Lakhs (or) One similar work of value not less than Rs. 21.83 Lakhs. (2) Successfully Completed in previous Three years (1/09/2009-31/08/2012) works of Design, Fabrication, Supply and erection of a Pre-engineered Building or shed having Floor area of 400 Sqm or more. (3) HAVING A VALID PAN number ,VAT/TIN number (4) Average annual turnover in the last 3 financial years (2008-09,2009-10,2011-12) shall be minimum Rs. 8.20 Lakhs. It should be supported by Certified copy of Balance sheet, P& L accounts and IT returns.
Completion Time	TWO MONTHS FROM THE DATE OF PLACEMENT OF LOI.
Maintenance Period	1; (One Year from the date of actual completion of the entire work and handing over to Bharat Heavy Electricals Limited)
LD penalty Clauses	Yes , 1 % per week of Contract Value subject to maximum 10%.
Earnest Money Deposit	Rs. 60,000/ * -(To be deposited in the form of demand Draft only Drawn in Favor of BHARAT HEAVY ELECTRICALS LIMITED , PAYABLE AT GOINDWAL) * Exempted to Micro and Small Enterprises (MSEs)
Cost of Tender Document	Rs. 1000/-* To be deposited in the form of DD if downloaded from web site .This amount will not be refunded under any circumstances * Exempted to Micro and Small Enterprises (MSEs)

IMPORTANT DATES

Issue of Tender documents	from 10/09/2012 to 13 :00 Hrs of 1/10/2012
Last Date for Receipt of Tender bids	14:00 Hrs. on 1/10/2012
Date of Tender Opening (Technocommercial bid)	15:00 Hrs. on 1/10/2012

SIGNATURE OF TENDERER

Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal, Distt. Tarn -Taran, Punjab
Department of Civil Engineering

BHE:IVP:CIVIL: TENDER :2012/13-06

TO,

The Tenderer

Dear Sirs,

Sub: PART 2// PRICE BID

Ref: 1. Tender Notice No. 06/12-13

**

Please find enclosed / attached non-transferable tender document containing (i) Technical Bid (ii) Price bid.

Technical bid Documents contains '92' pages and covers (a) Tender Notice along with Qualification norms. (b) Special conditions of the contract (c) General conditions of the contract along with (d) Technocommercial bid performa

Price Bid documents contains '23' pages including Two pages of drawing and consists of Bill of Quantities for offering most competitive rates by you for all the items of Bill of Quantities attached in the Price Bid.

There will be two part Bidding .(1) Technical cum commercial (2) price Bid.

Technical bid will be opened on the Last day of receipt of bid at 15:00 Hrs. Scrutiny of Technocommercial bid submitted by bidder shall be done to Check qualification of bidder as per tender notice Section B and acceptance of conditions of Contract by bidder .

You are requested to Fill informations required in space provided in techno commercial Bid Page 82 to 91 and quotate your competitive rates in 'Schedule A' of price Bid page 18 only.In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid /RA shall be intimated only to the bidders those who are qualified and their Technocommercial Bid is accepted. You / your authorized representative may participate in the tender opening.

It is requested to submit your bid documents in three seperate sealed cover / envelopes as described below

SIGNATURE OF TENDERER

1)EMD Envelope: EMD envelope shall contain requisite EMD of Value Rs. 60,000/- in the form of DD only. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No.....and date.....or Draft No.... and Date....., on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the Technocommercial bid & price bid shall not be considered.

In case of tender documents are downloaded from website, tender shall accompany the document cost of Rs.1000/- in the form of Demand Draft (separate) in addition to the EMD amount . All Demand Draft shall be drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED , GOINDWAL payable at GOINDWAL. In the case of non submission of Cost of tender document and EMD , Technical bid will not be opened.

Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender Document cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". They will have to submit registration certificate along with their tender.

2) TECHNOCOMMERCIAL BID ENVELOPE : This envelope shall contain duly filled in Technical bid documents signed along with Stamp by the tenderer in all the pages with documentary evidences for qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for qualification shall not be considered for further evaluation.

3) The Price Bid Envelope : This shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items in the SCHEDULE "A" Bill of Quantities of Price Bid .

All Above three envelope shall be placed in One big envelope and shall be submitted in the tender Box on or before **1/10/2012 upto 14:00 hrs.** Reference of Tender Notice No. , Name of Work and Address of the bidder shall be clearly written on top of the each envelope.

Details of instructions and other terms and conditioned are described in next paras "TENDER NOTICE" and "Instruction to tenderes" which are enclosed herewith.

Clarification if any, can be obtained contacting following phone No.

01859-224653,224621,224601 or 09465837653; Fax No. :01859- 222061

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Yours faithfully

For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,
Engineer-Civil
IVP -GOINDWAL-143422

Issued to

Issuing Officer

M/s / Shri/ Smt/
.....

Name:.....

Date

Date

SIGNATURE OF TENDERER

CONTENTS OF TENDER DOCUMENTS

S/ No.	DESCRIPTION	PAGE NO.
1	NOTICE	
A	TENDER	5
B	QUALIFICATION NORMS & EVALUATION OF TECHNICAL BID	6
C	OFFER OF BANNED / BLACKLIST FIRMS	7
D	QUOTATION / RATES OFFERED, VALIDITY OF OFFER AND AWARD OF WORK	7
E	PERIOD OF COMPLETION AND LIQUIDITY DAMAGE	10
F	EMD & SECURITY DEPOSIT	10
G	FORCE MEASURE CLAUSE	12
H	CORRESPONDANCE	12
I	DISPUTE	12
J	INTERFACES	13
K	SCOPE OF WORK	15
L	BUILDING DESCRIPTION	17
2	SCHEDULE -A	18
3	SCHEDULE -B	19
4	SCHEDULE-C	20
5	SCHEDULE-D	21 to 23

1. TENDER NOTICE

A TENDER

- 1 SEALED TENDERS for the above noted work are hereby invited from contractors having required experience in work of similar nature and magnitude and having financial capacity. Tenders are to be SUBMITTED to the office of Sr.DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal These tenders will be opened on the due date of tender opening at the Office of the Sr. DGM/ HR & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab in the presence of such of those tenderers or their agents who may choose to attend.
- 2 TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day before due dates on payment of the prescribed sum as mentioned in page 1 as Cost of Tender Document in the form of either Cash or Demand Draft . This may also be downloaded from BHEL website. In such case a DD of Value equal to tender document cost in the favor of BHARAT HEAVY ELECTRICALS LIMITED payable at Goindwal must be submitted along with EMD . This Amount is not refundable. Micro and Small Enterprises (MSEs) are exempted from paying of cost of Tender document provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006" . They will have to submit registration certificate along with their tender.
- 3 TENDERS must be submitted in sealed covers as described on Page no. 2-3 and should be addressed to the Sr. DGM/ HR & CIVIL , BHEL IVP -Goindwal with full name and address of the tenderer and the name of work being noted on the cover
- 4 THE TENDERERS also CALLED here AS CONTRACTORS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
- 5 In the event of tender being submitted by a firm ,the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. in the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- 6 Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
- 7 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 by the Accepting Officer are liable to be rejected.
- 8 Tenders not submitted on the prescribed form are liable to be rejected

SIGNATURE OF TENDERER

ACCEPTING OFFICER (BHEL)

- 9 The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part there of . In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
- 10 The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
- 11 This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

B QUALIFICATION NORMS & EVALUATION OF TECHNICAL BID

- 12 A Contractor/Tenderer shall be considered qualified for this work when he meets following eligibility Criteria .
- (a) During last seven financial years (from 01/09/2005 to 31/08/2012 should have successfully completed works either
- Three similar works each of value not less than **Rs. 10.92** Lakhs (or)
- Two similar works each of value not less than **Rs. 13.65** Lakhs (or)
- One similar work of value not less than **Rs. 21.83** Lakhs.
- (b) Successfully Completed works of Design, Fabrication, Supply and erection of a Pre-engineered Building or shed having Floor area of 400 Sqm or more in previous Three years (1/09/2009-31/08/2012)
- (c) HAVING A VALID PAN number ,VAT/TIN number
- (d) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be minimum **Rs. 8.20** Lakhs. It should be supported by Certified copy of Balance sheet, P& L accounts and IT returns.
- 13.1 The norms for evaluation of Technocommercial Bid is described in Annexure 1 of tender notice. Evaluation of only qualified Bidders will be done. Technocommercial Bid of a tenderer will be accepted for this work if he has given detail technical offer for works as per Annexure 1. Only Those bidders will be Considered for Part 2/ Price bid /RA whose Technocommercial/ Part 1 is accepted.
- 13.2 Tenderers are requested to read all norms for qualification and evaluation carefully and submit the required credential documents in support of information given by them against these norms so that their evaluation may be carried . In the absence of these documents their bid may be rejected due to improper evaluation.
- 14 The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted)
- 15 Similar Nature work means works of Construction ,Fabrication , Erection of a steel structure building or shed etc .Dissimilar / irrelevant works will not be considered for eligibility criteria.

SIGNATURE OF TENDERER

ACCEPTING OFFICER (BHEL)

- 16 Documentary evidences (Xerox copies - attested) for turnover, works experience, PAN, TIN, Service TAX, all as indicated & required in the tender document should be furnished without which it will not be taken into account.

Note : If Contractor does not have Service Tax Registration number than Contractor shall apply for these if work is awarded to him and undertaking from the Contractor shall be required in such case.

C OFFER OF BANNED / BLACKLIST FIRMS

- 17 The offers of the Bidders who are on the banned list as also the offers of the bidders who engage the service of banned firms shall be rejected, The list of banned firms is available on BHEL website www.bhel.com
- 18 Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.

D QUOTATION / RATES OFFERED, VALIDITY OF OFFER AND AWARD OF WORK

- 19 Tenderer has to quote their competitive rates both in figures and in words for all the items given in the Schedule "A " Bill of Quantities provided in the Price Bid. The Price schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
- 20 BHEL reserves its right for carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed to the bidders whose technocommercial offer has been accepted.

- 21 UNIT rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached 'schedule A' of price bid . These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
- 22 Discrepancy in the rate and amount quoted will be corrected by following procedure:
- 22.1 If, in the price structure quoted for the required 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 22.2 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
- 22.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- 22.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored
- 23 Tenderer shall quote competitive rates only. NO discount or rebate or accession or addition in Rates or Gross value of work quoted in schedule 'A' of price bid shall be considered .
- 24 If tenderer also mention for any discount or rebate or accession or addition on their basic rates quoted by him/her than it shall be summarily rejected and evaluation of his /her price bid for arriving L1 cost shall be done by considering basic rates only.
- 25 In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 26 The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
- 27 Rate quoted shall be including Service Tax (as applicable) and including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

- 28 BHEL will not be responsible for any contravention of service Tax rules by Tenderer/Contractor or delay in deposition of service tax or calculation of service tax by Them and will not bear responsibility for any penalty or interest applied by concerned authority for such contravention or delayed deposition or non deposition or wrong deposition of service tax by Contractor/Tenderer. Cost of free issue material consumed in the work will be given to Contractor on his request.
- 29 The tenderers are advised to go through the condition stipulated in Tender document , code of conduct for Health and Safety of Contract Labourer and Labor laws in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
- 30 Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of tender.
- 31 After award of Work on L1 accepted rates, the Price quoted by tenderer shall remain fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.
- 32 QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent)
- 33 Work shall be awarded to L1 tenderer on rates quoted by L1 Tenderer .BHEL reserves the right to negotiate if need be, with the "L1" tenderer only.Splitting of Contract work can not be done because there is a Single composite quantity of work and hence no counter offer to L2 or MSE or any other shall be given.
- 34 If sealed price bid is opened and more than one Tenderer quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
- 35 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.
- 36 **REVERSE AUCTION**
BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.
GENERAL TERMS AND CONDITIONS OF RA
- 36.1 Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.
- 36.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

- 36.3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 36.4 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 36.5 Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 36.6 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 36.7 BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 36.8 Reverse auction will be conducted on scheduled date & time.
- 36.9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 36.10 The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 36.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 36.12 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 36.13 BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

E PERIOD OF COMPLETION AND LIQUIDITY DAMAGE

- 37 Time is the essence of the contract. Being a time bound work in nature, the contractor should make all efforts to complete the work in the stipulated period of **Two (2) MONTHS** from the date of placement of LOI.
- 38 LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of **1 %** of Contract Value as mentioned in LOI for every week will be imposed Subject to 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
- 39 Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.

F EMD & SECURITY DEPOSIT

- 40 Every tender must be accompanied with EMD for the amount as specified in Page No. I in any of the form mentioned in Para 09 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract
- 41 Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above
- 42 If after opening of 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 instruction of the Engineer-in-charge, 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.
- 43 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 44 EMD shall not carry any interest.
- 45 Security Deposit
- 45.1 Security Deposit shall be collected from the successful tenderer . The rate of Security Deposit will be as below:
- 45.2 Up to Rs. 10 lakhs :10%
- 45.3 Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
- 45.4 Above Rs. 50 lakhs :Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- 45.5 The security Deposit should be collected before start of the work by the contractor.
- 45.6 Security Deposit may be furnished in any one of the following forms
- 45.7 Cash (as permissible under the Income Tax Act)
- 45.8 Pay Order, Demand Draft in favour of BHEL.
- 45.9 Local cheques of scheduled banks, subject to realization.
- 45.10 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in the favour of BHEL and discharged on the back).
- 45.11 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 45.12 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.
- 45.13 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
- 45.14 EMD of the successful tenderer shall be converted and adjusted against the security deposit.

SIGNATURE OF TENDERER**ACCEPTING OFFICER (BHEL)**

- 45.15 The security deposit shall not carry any interest.
- 45.16 Acceptance of Security Deposit against Sl. No. 45.10 and 45.12 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.
- 46 Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 35 above 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.

G FORCE MEASURE CLAUSE

- 47 If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

H CORRESPONDANCE

- 48 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 49 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.

I DISPUTE

- 50 In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Goindwal -143422. shall be final and binding on the tenderer / contractor.

SECTION J

1.1 INTERFACES:

The scope of work for the interfaces work under the purview of this contract are detailed below. The interfaces include but are not limited to:

- a. Design and Detail drawing of Column foundation (pedestal) including vetting by the same agency engaged for PEB as stated in the tender. The soil investigation report will be provided by BHEL.
- b. Design & supply of holding down bolts in Foundations well in time for the timely and uninterrupted progress of pedestal casting.
- c. Interfacing with Civil & Electrical Contractors and cross check of dimensional and levelling accuracy of foundation bolts casted by civil contractor.

1.1.1 The rates are inclusive of all cost but not limited to the cost such as for plants, Equipments, tools, all type of labours, supervision, all materials from the source of supplies as approved by Engineer in charge/Employer including all lead and lifts, transport, all temporary works, erection maintenance, contractors profits & establishments/overheads together with preparation of designs and drawings pertaining to building etc. All general risks, taxes, royalties, duties, CESS, OCTROI and other levies, insurance liabilities and all other obligations set out or implied in the contract for completion of work except otherwise specified in Bill of Quantities

1.1.2 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.

1.1.3 The area in which the work lies is mostly plain terrain.

1.2 DESIGN CRITERIA:

The shop drawings should cover all the items pertaining to all temporary works required for fabrication, shop assembling, transportation scheme for various structural elements. The Contractor shall himself formulate a practical and viable scheme for fabrication of all structural members and launching scheme. The tenderer should, along with the tender specify the scheme that he proposes to adopt for carrying out all the works including fabricating &, transporting the same to site and Launching scheme.

1.3 REFERENCE TO THE STANDARD CODES OF PRACTICE:

1.3.1 The contractor shall make available at site all relevant Indian Standard Codes of practice as applicable and other relevant British / German /American Standard.

1.3.2 Wherever Indian Standards do not cover some particular aspects of design / construction, relevant British / German / American Standards will be referred to.

1.3.3 In case of discrepancy among Standard codes of practice TECHNICAL Specifications and provision in sub-clauses in this NIT, the order of precedence will be as below:

- i. Provision in N.I.T.
- ii. Technical Specifications
- iii. IS 800 -2007
- iv. Standard Codes of Practice
- v. In case of discrepancy among Standard Codes of Practice, the decision of the Engineer in charge will be final.

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1.4 FABRICATION DEPOT:

Contractor shall use his premises / workshop for fabrication of structural steel work.

1.5 ASSOCIATED WORKS:

Works to be performed shall also include all general work preparatory to the fabrication of structural steel work, launching of steel structures during the works of any time necessary for the due and satisfactory construction completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering standards and orders that may be issued by the Engineer in charge from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land, first-aid equipment, sanitary accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, provident fund, fees, royalties, duties or the other charges arising out of the fabrication of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion.

1.6 PRELIMINARY DRAWINGS:

Preliminary drawings in tender documents represent Employer's proposal based on preliminary design. Detailed working drawings will be submitted by the contractor based on the approval of structural design by the Engineer in charge.

SECTION K (SCOPE OF WORK)

1.0 GENERAL:

The scope of work for Pre-Engineered Steel Building System is as defined in the following sections under the contract which includes design of PEB and foundation including supply of anchor bolt, manufacture, supply and erection of Structural Steel System, Metal Roof System, Wall System, Trims and Flashings, Gutter, Turbo Ventilators and all accessories as required for the successful and satisfactory completion of the contract.

DETAILED SCOPE OF WORK:

1.1. Building components -Roof & Side sheeting -

Purlins, sag rods cleats, bolts and nuts,

Turbo Ventilators of 21 " size in required numbers as per the design,

SKYLIGHT FRP sheets for day lighting for 3% on roof area -

Purlins spacing based on load and deflection limits, -

Provision in the column for compressed air line,

Steel Portal Frames, -

Rafter bracings, Column bracings -

Diagonal rod / Angle Bracing -

Gable end sheeting, purlin, columns, Gutters - (also calculation to be shown to justify the size) , one Framed openings (5.50 m width x 5.0M height) for sliding doors,

Provision for framed opening (7.0 m width x 5 m height) on Two Side (Left & right side) for Future expansion

eaves strut , Side wall & end wall girts Connecting bolts (high strength), Anchor bolts -

Base plates with Gussets for stiffening as per design. -

Flashing, trims, gutter of same material as that of sheeting with provision of downspouts -

Fasteners : Mechanically Galvanised Hex-Washer Head Self Drilling Fasteners With Integral EPDM Seals

All primary members with factory applied one coat of zinc chromate red oxide primer and two coats of synthetic enamel paint - Purlin and girts are to be pre-galvanised. - Double side welding for built up members

1.2. Testing of all materials and quality control as per quality plan.

1.3. Erection of all the components mentioned in the scope of work.

1.4. All aspects of quality assurance, including procurement & testing of materials and other components of the work, as specified or as directed:

a. Clearing of site and handing over of all the works, as directed,

b. Maintenance of the completed work during the maintenance period ONE YEAR.,

c. Submission of completion (i.e., „as-built“) drawings and other related documents as specified:

Any other requirement for the commissioning of the buildings in all respects in accordance with the provisions of the Contract and/or to ensure the structural stability and safety during and after construction. The Building shall be designed for future expansion and future relocation as well. It should be constructed in such a way that its dismantling and reerecting at any other location is easy.

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2.0 DETAILED ENGINEERING:

2.1 The contractor shall design the structures and prepare all the required drawings needed for correct and accurate construction. The design shall be strictly in accordance with the "Design Specifications" and building description given elsewhere in the tender .

2.2 The contractor shall submit Design basis and General Arrangement(G.A) of the structure along with required explanatory sketches/drawings in three sets plus one soft copy and get the same reviewed by BHEL before starting the final design and Ready for Construction (RFC) drawings. Ten days time will be required by BHEL for approval. The contractor shall thereafter furnish Three sets of hard copy of column foundation design along with a soft copy.

2.3 Construction of the structure shall not be taken up at site till all the drawings are reviewed by BHEL and comments/suggestions given by consultants/BHEL are incorporated.

2.4 BHEL reserves the right to review any/all or none of the designs and drawings. Review by BHEL shall not relieve the contractor of his responsibility for correct design and execution of the works.

2.5 The final design and RFC drawings shall directly adhere to the reviewed design basis and general arrangement and shall incorporate all the comments / suggestions given by BHEL without any extra cost to the Owner and any implication on time schedule for completion of work.

2.6 The contractor shall submit Four sets of hard copy of working drawing along with soft copy and on completion of erection and construction, shall submit to BHEL "As Built" drawings in 4 sets of hard copy along with a soft copy.

3.0 CONSTRUCTION :

3.1 Erection of all structural works, roofing, cladding, framed openings etc., including supply of all materials, labour, supervision, plant, tools and tackles etc., shall be carried out by the Contractor.

3.2 All materials and construction shall conform to the Material and Painting Specifications given elsewhere in this document.

3.3 Erection of Pre-Engineered Building shall be done in the presence / guidance of PEB Manufacturing experts.

3.4 Foundation Bolts shall be aligned, leveled, fixed and grouted by the civil contractor. The alignment and levels are to be checked and certified by the PEB Manufacturer's Engineer before concreting by Civil contractor.

3.5 No welding is permitted at site unless otherwise cleared by the Consultant / BHEL.

3.6 No wire bracing is permitted.

3.7 (column) should be designed without flange bracing.

3.8 Columns are to be designed for minor axis eccentricity

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SECTION -L (BUILDING DESCRIPTION)

1.0 The brief building description is as below:

BUILDING SHALL BE DESIGNED AND ERECTED IN SUCH A MANNER THAT IT MAY BE POSSIBLE TO RELOCATE THE BUILDING IN FUTURE BY EASY DISMANTELING AND RE ERECTING AT THE NEW LOCATIONS

Bay width	: 22 m O/O
Length	: 21 m O/O
Clear Height	: 6 m Clear under the Knee
Roof slope	: 1 in 10
Roof & Wall cladding	: Color Coated Galvalume Roofing (550 MPA and 0.5 mm TCT) with sky lights @ 3 % roof area
Framed openings	: One opening of Size 5.5 m (Width) and 5.0 m (height) shall be provided in front wall and Provision of opening shall be kept in Two side wall (Left & right) 7.0 x 5.0 m for future expansion
Turbo ventilator	: Minimum 6 nos and 21 " Dia
Gutter	: Gutter are of same material that of roof sheet with provision of UPVC down take pipe .
Provision for future expansion	: Yes on left and right side of wall
Expansion Joint	: As per IS 800
Utilities	: Design and necessary provision in the column for running water line, compressed air line.
Civil Work	: One (1) m high brick wall from Floor level shall be constructed by Civil Contractor and Side cladding shall be provided for 300 mm Overlap.

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2. SCHEDULE 'A'

S/n	Description of Work	Quantity	Unit	Rate (Rs.) In figures & words		Amount (Rs.)
1	Design, fabrication, supply and erection of pre engineered building as per IS: 800-2007 and relevant codes for the buildings of size 21m x 22m (6 m Clear Height) with the detailed scope of work specified in the tender document & attached drawings. The building shall be designed with a provision for future expansion also . The rates quoted shall be complete for Site at Goindwal and includes all cost against all items covered in scope of work and includes all taxes duties as applicable and incidental charges if any.	1 NOS	LUMP-SUM			

Total Amount including Service Tax (Rs.) (infigures & words both)

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NOTE:

The rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, duties, octroi, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. Rate quoted are including Service Tax as applicable, all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

SIGNATURE OF CONTRACTOR

ACCEPTING OFFICER (BHEL)

SCHEDULE 'B'

The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard.

Sl.No.	DESCRIPTION	PLACE OF ISSUE
1	-----NIL-----	BHEL STORE

- 1 It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement.
- 2 Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.
- 3 The materials will be issued only during the working hours of the BHEL Stores Department (9.00 a.m. to 5:30 p.m.). Contractor shall have to transport them as soon as they are issued to him to the site of work at his own cost.
- 4 The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.
- 5 The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.
- 6 All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. permissible limit as fixed by BHEL shall be charged for at punitive rates.
- 7 The decision of the Engineer / Dy. General Manager / Manage as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.

SCHEDULE 'C'
ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	Remarks
.....Nil.....						

a. Machineries shall not be operated over time without the written permission of the Engineer / Dy. General Manager.

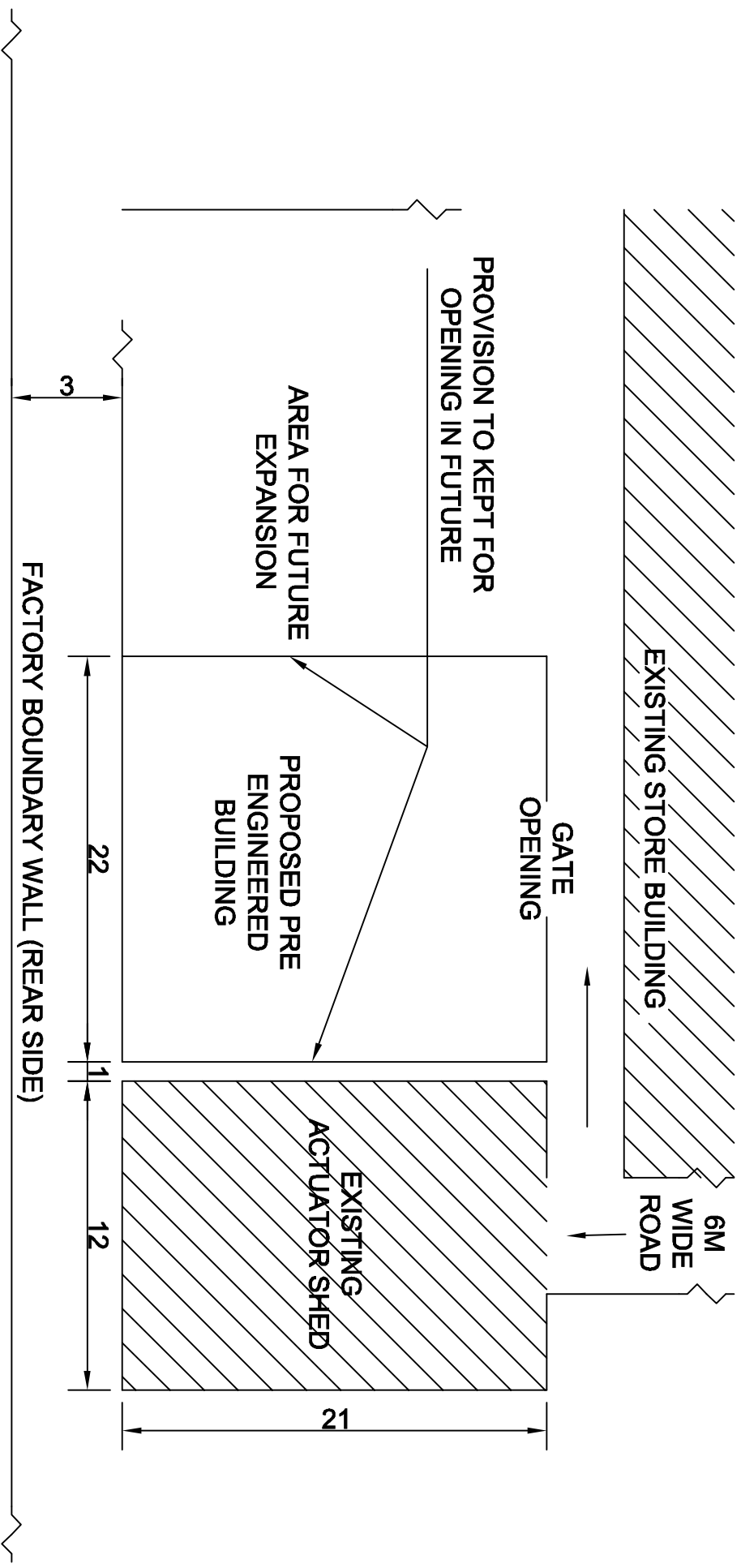
b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

SCHEDULE 'D'**LIST OF DRAWINGS**

S/n	DESCRIPTION
1	General layout Plan & Elevation drawing

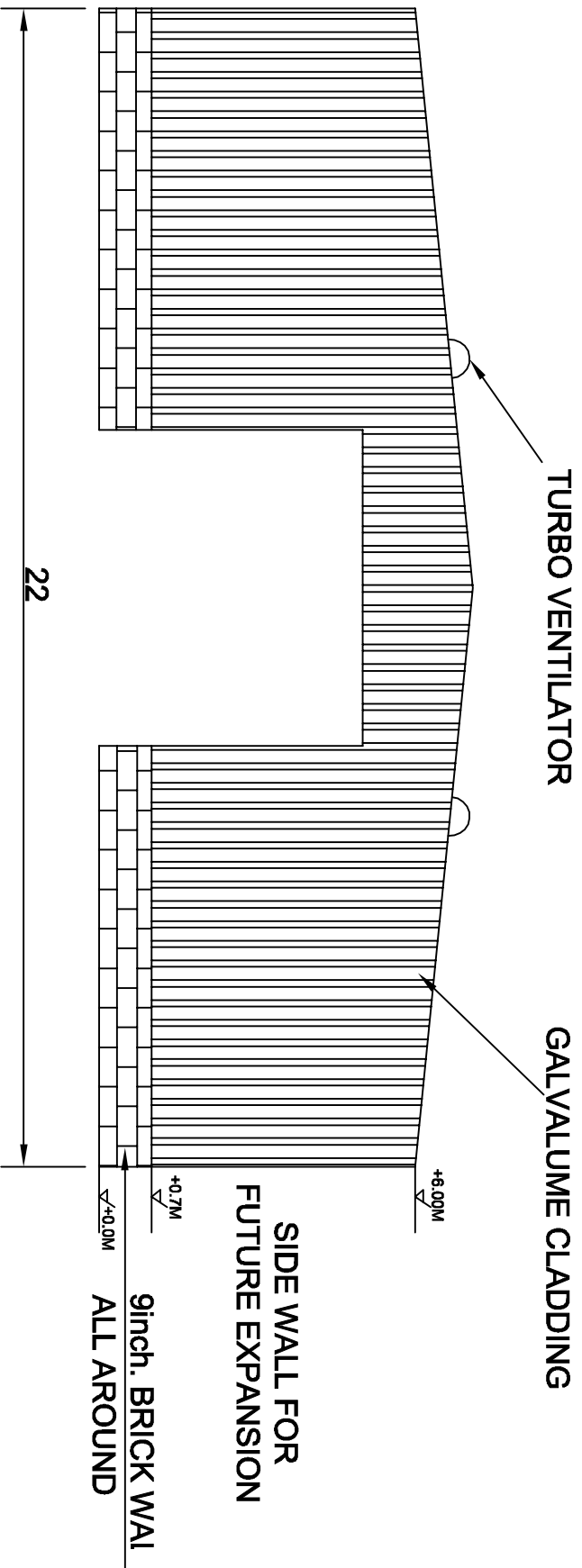
SIGNATURE OF TENDERER

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GENERAL LAYOUT OF PROPOSED PEB

SIDE WALL FOR
FUTURE EXPANSION



ELEVATION OF PROPOSED PRE ENGINEERED BUILDING