



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, नई दिल्ली / Industry Sector, New Delhi
मानव संसाधन विभाग / Human Resources Management

ID/ HRM/ A041/ Fire Door-ENQ
04th August 2022

Sub: Supply and Installation of 2 Hrs rated Fire Check Door at all floor entrances of BHEL, Lodhi Road, New Delhi.

Dear Sir,

BHEL invites offers through open tender process from parties who may be interested in work of Supply and Installation of 2 Hrs rated Fire Check Door at all floor entrances of BHEL, Lodhi Road, New Delhi.

The tender will be invited in two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after techno-commercial evaluation.

You are requested to submit your most competitive offer for work contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

Last date of submission	:	26.08.2022 at 1430 Hours
Opening of Tender	:	26.08.2022 at 1500 Hours
Tender Cost	:	Nil
Earnest Money Deposit	:	Rs. 47,620.00

The sealed tender may be sent either by Registered Post/ Speed Post/ Courier Services at following address or by hand in the BHEL office, Industry Sector, Lodhi Road, New Delhi from 0900 hours to 1730 hours on any working day latest by 1430 hours of 26.08.2022.

Ankur Khurana
Engineer (Admin)
BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793301 or at email at anks@bhel.in

For and on behalf of
Bharat Heavy Electricals Limited

(Ankur Khurana)
Engineer (Admin)

अंकुर खुराना / ANKUR KHURANA
अभियंता (प्रशासन) / Engineer (Admin)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

Scope of Work:

1. The work contains civil works including dismantling of existing aluminium glazed doors, shifting & stacking of the dismantled existing door at the specified location in the office premises and supply & installation of 2 hrs rated fire check doors at the entrances of various floors of BHEL office as per BOQ attached at Annexure IV.
2. Any item required during execution of the work which is not explicitly mentioned in the BOQ will be supplied by the bidder and no extra payment shall be made by BHEL for the same.
3. The work shall be carried out at various floors of BHEL office located at Integrated Office Complex, Lodhi Road, New Delhi.
4. **Completion Period:** The total work shall be completed within 90 days from the date of award of work.
5. The tools, tackles and other material required for dismantling, shifting and installation will be in bidder's scope.
6. Transportation of materials (if any) will be in the bidder's scope.
7. Electric Power Point of Single phase, 220 Volts 50 Hz and water will be provided by BHEL at no extra cost.
8. **Testing and Quality Inspection:** Contractor shall manufacture total 10 nos. 2 hrs rated fire check door assemblies and offer for inspection to BHEL. Out of that, one door assembly of specific measurement (of double leaf) shall be sent for testing at NABL approved lab as per specification defined in the BOQ. Contractor's bid shall also include costs towards the testing, inspection, documentation, etc. and no separate payment shall be made on any account whatsoever. The contractor shall ensure and submit undertaking that all the doors conform to the quality as per the test specification. However, if the specimen fails in test, then the entire lot shall be rejected at contractor's cost and BHEL shall not be responsible in any way. The fire check doors shall be inspected by BHEL representatives at manufacturer's premises, as well as testing laboratories during testing and before dispatch to BHEL. BHEL shall have right to refer any other item(s) under the contract for further testing by NABL approved labs as per the specifications mentioned in the contract documents. Cost for such tests also shall be borne by the contractor.
9. Minimum one-week prior notice shall be given to BHEL before scheduling any inspection or test.
10. Number of 2 hrs rated fire check doors to be installed are 9 (refer to attached drawings herewith for tentative dimensions and locations of the existing door spaces). However, bidders may visit the site to have a first-hand knowledge of the existing set up and to assess the exact quantum of required job.
11. **Contractor shall manufacture total 10 nos. 2 hrs rated fire check door assemblies (9 for installation and 1 for testing purpose) whereas payment shall be restricted to 9 nos. door assemblies. Quantities mentioned in the BOQ are for 9 doors assemblies, which are indicative in nature and payment shall be made on actual measurement basis for 9 door assemblies only.**
12. Associated civil as well as the mechanical work for fixing new doors as well as dismantling of old ones shall be in the scope of the contractor. Arranging labour for carrying out the work shall be in the scope of the contractor.
13. Tentative make of items to be used are mentioned at Annexure – VII.

31/05/20

Instructions to bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
 - Annexure I – Bidder's Details.
 - Annexure II – No Deviation Certificate.
 - Annexure III – Declaration
 - Annexure IV – Bill of Quantities (BOQ)
 - Annexure V – Price Bid Format.
 - Annexure VI – Indicative Drawing
 - Annexure VII – Tentative Make List
 - Annexure VIII – Bank Account Details of BHEL, Lodhi Road.
 - Annexure IX – Certificate by Chartered Accountant on letter head
2. EMD amount of Rs. 47,620.00 (Rupees Forty-Seven Thousand Six Hundred Twenty only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure-VIII. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

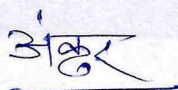
The EMD of unsuccessful bidders shall be returned within 15 days of award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.

MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit. MSE Suppliers can avail the intended benefits only if they submit attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-IX) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission.

3. The offer shall be submitted as per the instructions of tender document. One set of tender document duly signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
4. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
6. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
7. Only percentage above / percentage below / amount at par of the BOQ Amount mentioned in the space provided in the Price Bid Format (**Annexure V**) shall be quoted by



bidder and nothing else. The same (price) must be quoted in figures as well as in words. In case the prices in figures differ from the prices written in words, the lesser of the two will be treated as valid price. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.

8. The prices quoted should be of inclusive of GST.
9. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
10. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder details.
11. Offers shall be received up to 1430 hours on 26.08.2022 and the same shall be opened same day at 1500 hours in presence of bidders who would like to be present. On the date of opening of tender, only technical bid shall be opened.
12. Validity of offer will be 90 days from the date of opening of tender.
13. Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
14. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
15. Any bidder may visit BHEL office on any working day from 05.08.2022 to 25.08.2022 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Engineer (Admin) over telephone no. 011-41793301 or at email anaks@bhel.in.
16. Reverse Auction shall be conducted for this tender.

Pre-Qualification Requirement (PQR):

1. The bidder has to submit copies of their PAN card and GST Registration Certificate.
2. **The annual average turnover (TO) of the bidder during last three financial years ending 31.03.2022 should be at least Rs. 7.15 Lakhs.** Bidder needs to submit copies of audited balance sheets and Profit and Loss Account Statements of last three financial years i.e. FY 2019-20, 2020-21 and 2021-22 to support the Turnover Figures.

In case of non-availability of documents pertaining to FY 2021-22, one third of the total turnover (TO) of FY 2019-20 & FY 2020-21 will be considered as the average TO for the last 3 financial years. For an example, if the TO of FY 2019-20 & FY 2020-21 are Rs. 10 Lakhs and Rs. 8 Lakhs respectively, then the average TO of the last 3 financial years will be considered Rs. 6 Lakhs.

In case of non-availability of audited balance sheets, bidder needs to submit the CA certificate certifying the Turnover for last three Years i.e. FY 2019-20, 2020-21 and 2021-22.

3. The experience of having successfully completed similar Job / services during last 7 years ending on 31.07.2022 should be either of the following:
 - i) Three similar completed jobs / services (including Service Tax / GST) with value not less than Rs. 9.53 Lakhs each.
 - Or
 - ii) Two similar completed jobs / services (including Service Tax / GST) with value not less than Rs. 11.91 Lakhs each.
 - Or



- iii) One similar completed job / service (including Service Tax / GST) with value not less than Rs. 19.05 Lakhs.

"Similar Job / service" means "Contract for supply & installation of Fire Check Doors".

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 3 of PQR. For example: If you are qualifying as per Sl. No. 3 (ii), only work orders and related work completion certificates of 2 clients each costing not less than Rs. 11.91 Lakhs shall be furnished. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

4. Bidders should submit copy of acknowledgements of IT return of last three financial years i.e. FY 2019-20, 2020-21 and 2021-22 (desirable).

Procedure for submission of bids

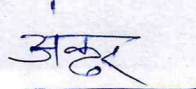
The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as **"Supply and Installation of 2 Hrs rated Fire Check Door at all floor entrances of BHEL, Lodhi Road, New Delhi"** followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender **"Part-I: Techno-commercial Bid and Earnest Money Deposit"** and **"Part-II: Price Bid"** respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.

A. Part-1: Techno-commercial Bid and EMD (Envelope #2)

The techno-commercial bid shall comprise of

1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. A copy of Unpriced Bid (Price Bid Format duly signed and stamped but without the prices).
3. Acknowledgement of deposit of EMD of Rs. 47,620.00 (Rupees Forty-Seven Thousand Six Hundred Twenty only) by way of NEFT in favour of BHEL, New Delhi.
4. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
5. Copies of EPF and ESI registration certificates of the bidder.
6. Copies of audited balance sheets and Profit and Loss Account Statements of last three financial years i.e. FY 2019-20, 2020-21 and 2021-22 to support the Turnover Figures. In case of non-availability of audited balance sheets, bidder needs to submit the CA certificate certifying the Turnover for last three Years i.e. FY 2019-20, 2020-21 and 2021-22.
7. Copy of acknowledgements of IT return of last three financial years i.e. FY 2019-20, 2020-21 and 2021-22 (desirable).
8. Copies of Work Orders indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.07.2022 as



against Sl. No. 3 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as **"Part-I: Techno-commercial Bid and Earnest Money Deposit"** followed by bidder contact details like address, mobile no., email etc.

The prices should not be mentioned in the price format in this envelope.

B. Part-II: Price Bid (Envelope #3)

The duly filled Price Bid in the enclosed **"Price Bid Format" (Annexure-V)** needs to be in sealed envelope #3. This envelope should be super-scribed as **"Part-II: Price Bid"** followed by bidder details.

The offer, completed in all respects, has to positively reach the undersigned before 1430 hours of 26.08.2022 at:

Ankur Khurana
Engineer (Admin)
BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

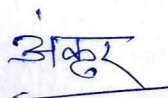
The offers received **on or before 1430 hours of 26.08.2022** shall be considered for **opening of Techno-commercial bid scheduled at 1500 hours on 26.08.2022** in presence of the bidders who may like to be present. **Offers received after specified time of submission shall be liable for rejection.**

After techno-commercial evaluation of the offers, Price Bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of Price Bid shall be intimated to the qualified bidders through email.

Evaluation criteria:

1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
2. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the Price Bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of Price Bids shall be intimated to the concerned bidders through email separately.
3. In the Price Bid, the bidders are required to quote percentage above / percentage below / amount at par of the BOQ Amount mentioned in the space provided in the Price Bid Format (Annexure V).
4. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."



5. The ranking of the bidders shall be made on the basis of minimum amount quoted by the bidder in the Reverse Auction and whereas if Reverse Auction will not be conducted then ranking of the bidders shall be made on the basis of minimum amount quoted by the bidder in the sealed envelope bid.
6. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

Terms & Conditions of the contract:

1. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
2. **Quantity:** The quantities provided in Price Bid format are tentative in nature which may vary as per requirement, however, the payment shall be made on actual measurement basis.
3. **Payment Terms:**
 - a) Payment shall be made after successful completion of work. No interim payment shall be made on any ground whatsoever.
 - b) Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
 - c) No advance payment or the payment for mobilization of work will be made to the contractor.
 - d) Tax invoice raised by the contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill.
 - e) All payment will be subject to deduction of taxes at source as per rules.
 - f) The vendor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
4. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
5. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder through NEFT either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.

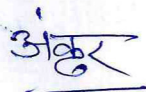
If the successful bidder requests BHEL to adjust EMD amount towards SD, then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.
6. **Taxes and Duties:** Bidder should quote the percentage above / percentage below / amount at par of the BOQ Amount mentioned in the space provided in the Price Bid Format including the GST.
7. **Bonus:** Bonus is not applicable in this contract.
8. **Price Variation Clause (PVC):** Prices shall be firm for the entire period of the contract. PVC is not applicable in this contract.

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9. **Over Run Charges (ORC):** ORC is not applicable in this contract.
10. **LD / Penalty:** In case the work is not completed within 90 days from the date of award of work, a penalty of 1.0 % of total contract value per week subject to maximum 10% of total value will be deducted from the bill.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

11. **Termination of contract:** If at any time the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.
12. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
13. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
14. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/ offices/ townships and premises/ project sites.
 - c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **loss of both limbs**: ₹ 10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of **other permanent disability**: ₹ 7,00,000/- (Rupees Seven Lakhs)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.
15. **Recovery from Contractor:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contract or shall pay the claim on demand without any terms & conditions.
16. Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
17. **Arbitration:**



- a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.

The cost of arbitration shall be borne as per the award of the Arbitrator.

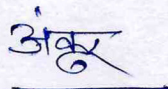
Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- b) **In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -**

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

18. **Force Majeure** : A force majeure (FM) means extra ordinary events or circumstances beyond human control such as an event described as an Act of God (like natural calamity) or events such as war, strike, riots, crimes, pandemic (but not including negligence or wrong doing, predictable / seasonal rain and any other events specifically excluded in the clause). An FM clause frees both the parties from contractual liabilities or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it can't be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and / or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.



19. **Laws governing the contract:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

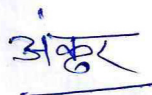
20. **Jurisdiction of court:** Courts at Delhi/New Delhi shall have GST jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

21. **Default/ breach of contract, insolvency and risk purchase**

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
- b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

22. **Rights of BHEL:**

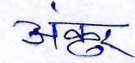
- a. In case of any conflict regarding Scope of work/PQR/Evaluation Criteria/Tender terms and conditions, the decision of BHEL shall be final and binding.
- b. BHEL reserves to itself the following rights without entitling the contractor for any compensation.
- c. To withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract.
- d. To terminate the contract or get any part of the service/job done through other agency/ BHEL arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -
 - i. Continued poor performance of the contractor/ assigned workforce.
 - ii. Withdrawal of workforce from the site/guest house without BHEL permission



- iii. Corrupt or illegal or unlawful act of the contractor/ assigned workforce.
 - iv. Persistent disregard of the instructions of BHEL.
 - v. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - vi. Fails to provide workforce as per BHEL requirement.
 - vii. Non-payment to workforce for three consecutive months.
 - viii. Non-fulfilment of any statutory compliance/ contractual obligations.
- e. To meet the expenses including BHEL overheads on the differential cost (i.e Risk & cost amount) at 10%, over and above the Liquidated damages/ penalties arising out of "Risk & Cost" as explained above under Sl. No. 21 C., BHEL shall recover the amount from any money due from contractor, or from any money due to the contractor including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.
- f. To recover any moneys due from the contractor, from any money due to the contractor under this or any other contract or from the Security Deposit.
- g. No idle charges will be payable by BHEL in any case.

Thanking you.

For and on behalf of
Bharat Heavy Electricals Limited



(Ankur Khurana)

Engineer (Admin)

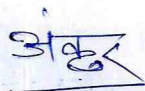
अंकुर खुराना / ANKUR KHURANA
अभियंता (प्रशासन) / Engineer (Admin)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

Annexure – I

DETAILS OF BUSINESS

1	Name of the firm	
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	

Signature and Seal of Authorised Signatory



NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender unconditionally.

Signature and Seal of Authorised Signatory

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DECLARATION

I/We hereby declare that I /we have not been banned or de-listed by any PSU/Government Department /Financial Institute /Court and no case is pending with the police /court against our firm / partner or the company.

Signature and Seal of Authorised Signatory

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BILL OF QUANTITIES (BOQ)

SIno.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
		Part (A) : Schedule Items				
1	9.161	Providing and fixing fire resistant door frame of section 50 x 60 mm on horizontal side & 35 x 60 mm on vertical sides having built in rebate made out of 1.6 mm thick GI sheet (Zinc coating not less than 120gm/m ²) suitable for mounting 120 min Fire Rated Glazed Door Shutters. The frame shall be filled with Mineral wool Insulation having density min 96Kg/m ³ . The frame will have a provision of G.I. Anchor fastners 14 nos (5 each on vertical style & 4 on horizontal style of size M10 x 80) suitable for fixing in the opening along with Factory made Template for SS Ball Bearing Hinges of Size 100x89x3mm for fixing of fire rated glazed shutter . The frame shall be finished with a approved fire resistant primer or Powder coating of not less than 30 micron in desired shade as per the directions of Engineer - in- charge . (Cost of SS ball bearing hinges is excluded).	metre	59.40	1,838.78	1,09,223.41
2	9.162	Providing and fixing 60 mm thick glazed fire resistant door shutters of 120 min Fire Rating confirming to IS:3614 (Part II) or EN1634-1:1999, tested and certified as per laboratory approved by Engineer-in-charge, with suitable mounting on door frame, consisting of vertical styles, top rail & side rail 60 mm x 60 mm wide and bottom rail of 110 mm x 60 mm made out of 1.6mm thick G.I. sheet (zinc coating not less than 120gm/m ²) duly filled mineral wool insulation having density min 96 kg/m ³ and fixing with necessary stainless steel ball bearing hinges of size 100x89x3mm of approved make, including applying a coat of approved fire resistant primer or powder coating not less than 30 micron etc all complete as per direction of Engineer-in-charge (panelling to be paid for seperately).	Sqm	41.02	9,995.50	4,10,035.25

Slno.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
3	9.164	Providing and fixing glazing in fire resistant door shutters, fixed panels & partitions etc., with G.I. beading made out of 1.6 mm thick G.I. sheet (zinc coating not less than 120 gm/m ²) of size 20 x 33 mm screwed with M4 x 38 mm SS screws at distance 75 mm from the edges and 150 mm c/c, including applying a coat of approved fire resistant primer/powder coating of not less than 30 micron on G.I. beading, & special ceramic tape of 5 x 20 mm size etc complete in all respect as per NBC 2016, IS 16231 (Part 3):2016 and as per direction of Engineer-in-charge with glass of required thickness having 120 minutes of fire resistance both integrity & radiation control (EW120) and minimum 20 minutes of insulation (EI20). The manufacturer have to give test report/certification of fire glass and the glass should have the stamp showing the value of E, EW & EI. The glass shall be tested in approved NABL accredited lab or by any other accreditation body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 for testing and calibration scopes shall be eligible. The maximum glazing size shall not be more than 1100x2200 mm (w x h) or 2.42 sqm.	Sqm	33.50	41,061.61	13,75,629.57
4	15.12.2	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area beyond 3 sq. metres	Sqm	43.56	425.60	18,539.00
		Total (A)				19,13,427.23
		Part (B) : Non-Schedule Items				
5		Providing and fixing heavy duty 600 mm long D type Stainless Steel Gr - 304 Handle of approved make & make with necessary screws complete in all respect as per direction of Engineer-in-charge.	Nos.	18	3,232.14	58,178.48
6		Providing and fixing heavy duty Stainless Steel Gr - 304 Ball Bearing Hinges of size 100x89x3mm of approved make as per direction of Engineer-in-charge.	Nos.	72	907.77	65,359.73

3/10/21

SIno.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
7		Providing and fixing heavy quality Door Closer of approved make as per direction of Engineer-in-charge.	Nos.	18	18,791.50	3,38,247.00
8		Providing and fixing heavy quality 200 mm Stainless Steel Gr - 304 Tower Bolt of approved make as per direction of Engineer-in-charge.	Nos.	9	641.80	5,776.22
		Total (B)				4,67,561.43
		BOQ Amount				23,80,988.66

3/10/20

PRICE BID FORMAT

S/no.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
		Part (A) : Schedule Items				
1	9.161	Providing and fixing fire resistant door frame of section 50 x 60 mm on horizontal side & 35 x 60 mm on vertical sides having built in rebate made out of 1.6 mm thick GI sheet (Zinc coating not less than 120gm/m ²) suitable for mounting 120 min Fire Rated Glazed Door Shutters. The frame shall be filled with Mineral wool Insulation having density min 96Kg/m ³ . The frame will have a provision of G.I. Anchor fasteners 14 nos (5 each on vertical style & 4 on horizontal style of size M10 x 80) suitable for fixing in the opening along with Factory made Template for SS Ball Bearing Hinges of Size 100x89x3mm for fixing of fire rated glazed shutter . The frame shall be finished with a approved fire resistant primer or Powder coating of not less than 30 micron in desired shade as per the directions of Engineer - in- charge . (Cost of SS ball bearing hinges is excluded).	metre	59.40	1,838.78	1,09,223.41
2	9.162	Providing and fixing 60 mm thick glazed fire resistant door shutters of 120 min Fire Rating confirming to IS:3614 (Part II) or EN1634-1:1999, tested and certified as per laboratory approved by Engineer-in-charge, with suitable mounting on door frame, consisting of vertical styles, top rail & side rail 60 mm x 60 mm wide and bottom rail of 110 mm x 60 mm made out of 1.6mm thick G.I. sheet (zinc coating not less than 120gm/m ²) duly filled mineral wool insulation having density min 96 kg/m ³ and fixing with necessary stainless steel ball bearing hinges of size 100x89x3mm of approved make, including applying a coat of approved fire resistant primer or powder coating not less than 30 micron etc all complete as per direction of Engineer-in-charge (panelling to be paid for seperately).	Sqm	41.02	9,995.50	4,10,035.25

SIno.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
3	9.164	Providing and fixing glazing in fire resistant door shutters, fixed panels & partitions etc., with G.I. beading made out of 1.6 mm thick G.I. sheet (zinc coating not less than 120 gm/m ²) of size 20 x 33 mm screwed with M4 x 38 mm SS screws at distance 75 mm from the edges and 150 mm c/c, including applying a coat of approved fire resistant primer/powder coating of not less than 30 micron on G.I. beading, & special ceramic tape of 5 x 20 mm size etc complete in all respect as per NBC 2016, IS 16231 (Part 3):2016 and as per direction of Engineer-in-charge with glass of required thickness having 120 minutes of fire resistance both integrity & radiation control (EW120) and minimum 20 minutes of insulation (EI20). The manufacturer have to give test report/certification of fire glass and the glass should have the stamp showing the value of E, EW & EI. The glass shall be tested in approved NABL accredited lab or by any other accreditation body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 for testing and calibration scopes shall be eligible. The maximum glazing size shall not be more than 1100x2200 mm (w x h) or 2.42 sqm.	Sqm	33.50	41,061.61	13,75,629.57
4	15.12.2	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area beyond 3 sq. metres	Sqm	43.56	425.60	18,539.00
		Total (A)				19,13,427.23
		Part (B) : Non-Schedule Items				
5		Providing and fixing heavy duty 600 mm long D type Stainless Steel Gr - 304 Handle of approved make & make with necessary screws complete in all respect as per direction of Engineer-in-charge.	Nos.	18	3,232.14	58,178.48
6		Providing and fixing heavy duty Stainless Steel Gr - 304 Ball Bearing Hinges of size 100x89x3mm of approved make as per direction of Engineer-in-charge.	Nos.	72	907.77	65,359.73



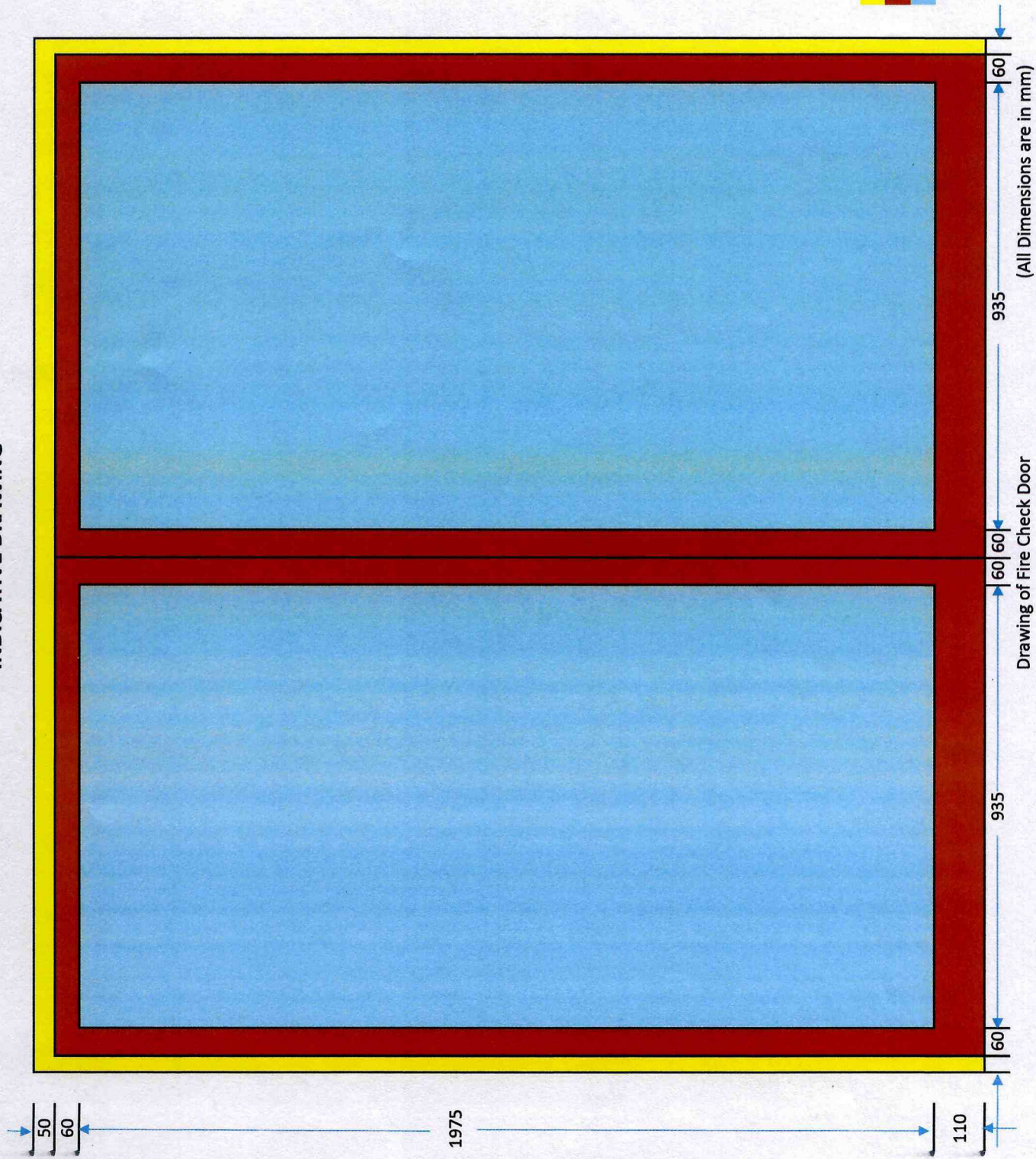
S/no.	DSR Code - 2021	Description of item	Unit	Quantity	BOQ Rate (in Rs.)	Amount (in Rs.)
7		Providing and fixing heavy quality Door Closer of approved make as per direction of Engineer-in-charge.	Nos.	18	18,791.50	3,38,247.00
8		Providing and fixing heavy quality 200 mm Stainless Steel Gr - 304 Tower Bolt of approved make as per direction of Engineer-in-charge.	Nos.	9	641.80	5,776.22
		Total (B)				4,67,561.43
		BOQ Amount				23,80,988.66
		Quote in percentage above (+) / percentage below (-) / at par (=) on BOQ Amount mentioned above (in Figures)				
		Quote in percentage above (+) / percentage below (-) / at par (=) on BOQ Amount mentioned above (in Words)				

Note : Bidder are requested to quote in percentage above / percentage below / at par on BOQ Amount mentioned above. The quoted prices shall be inclusive of GST.

Blobor

INDICATIVE DRAWING

Annexure - VI



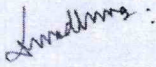
TENTATIVE MAKE LIST

SNo.	Item Description	Standard	Make
1.	Fire Rated Door	NABL approved lab	Shakti-met/ Acodor / Navair / Pacific/ Rapid/Equivalent approved
2.	Clear Glass in Fire Rated Door Shutters	As above	Pilkington /Central / Pyran / Saint Gobain/Shakti-met Equivalent approved
3.	Fire & Smoke Seal	As above	Lorient / Halspan/ Equivalent approved
4.	FR sealant	As above	Shakti-met/ Navair/ Pacific/ Rapid / Equivalent approved
5.	Door Handle	As above	Dorma / Hettich / Becker / Geze / Godrej / Equivalent approved
6.	Ball Bearing Hinges	As above	Dorma / Hettich / Becker / Geze / Godrej / Equivalent approved
7.	Door Closer	As above	Dorma / Hettich / Becker / Geze / Godrej / Equivalent approved
8.	Tower Bolt	As above	Dorma / Hettich / Becker / Geze / Godrej / Equivalent approved

Note : Contractor has to use the above mentioned makes of items used. In case, contractor uses other equivalent make of any item mentioned above, shall require to take prior approval of the Engineer – in – charge.

3/12/20

Annexure – VIII

EFT MANDATE (DULY CERTIFIED BY BANKER)			
Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH - II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
We hereby certify that information given above (Bank Details) are true and correct			
We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.			
Yours Faithfully			
Sign	 कृते केनरा बैंक/For Canara Bank वरिष्ठ प्रबन्धक/Senior Manager प्राइम कॉर्पोरेट कनॉट प्लेस शाखा Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001 24/05/16		
Name:	दीपक वधवा / DEEPAK WADHWA वरिष्ठ लेखाधिकारी / Senior Accounts Officer भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED उद्योग क्षेत्र एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, Industry Sector, Integrated Office Complex, Lodhi Road, नई दिल्ली-110003 / New Delhi-110003		
Designation:	वरिष्ठ प्रबन्धक/Senior Manager प्राइम कॉर्पोरेट कनॉट प्लेस शाखा Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001 24/05/16		
Banker's Seal and Signatures			

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**Certificate by Chartered Accountant on letter head
(Only for those who are submitting EM-II Certificates)**

This is to certify that M/S..... (hereafter referred as Company) having it's registered Office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)

..... Dated, Category.....
(Micro/Small). (copy Enclosed).

Further verified from the Books of Accounts that the investment of the Company as per the latest audited financial year.....as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722€ dated October 5,2006: Rs..... Lakhs
2. For service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lakhs. (Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs.....Lakhs for.....Micro/Small (Strike whichever is not applicable) Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from it's original Category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322 (e) dated 01.11.2013 published in the gazette notification 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership Number

Seal of Chartered Accountant

