

Bharat Heavy Electricals Limited
High Pressure Boiler Plant
Tiruchirappalli – 620 014. India
Civil Engineering Department (Township)

TENDER DOCUMENT (PRICE BID)

Name of work : Construction of Boundary wall on the western side of BHEL Complex.

Value of work : Rs. 182 Lakh

Tender Notice No. : Township – 03 / 13

Tender Schedule No. : T – 11 / 13

Period of Contract : 6 Months

Issued to :

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014**

CIVIL ENGINEERING DEPARTMENT (TOWNSHIP)

BHE: CP: TS No :

23 03 13

To

The Tenderer

Dear Sirs,

Sub: Construction of Boundary wall on the western side of BHEL Complex.

Ref: 1. Tender Notice No. Township - **03 / 13**
2. Tender Schedule No. T – **11 / 13**

Please find enclosed / attached non-transferable tender document containing i) Qualification bid consisting of Preamble, Specifications, General Conditions of Contract, Norms for Qualification and Qualification Pro forma ii) Price bid consisting of Preamble, Bill of Quantities to offer your most competitive rates for all the items

Tender for the work should be submitted in a sealed cover consisting of three inner sealed covers such as i) EMD cover ii) Qualification bid cover & iii) Price bid cover, all superscribing the name of work, tender schedule number, the contents etc.

- 1) **EMD cover shall contain requisite EMD in the form of DD.** Tenderers who had already remitted one time EMD should furnish the details of cash receipt No. _____ dt. _____, on the top of EMD cover. Tender without EMD / without reference to one time EMD will be summarily rejected and the respective qualification bid shall not be opened.

In case of tender documents downloaded from website, tender shall accompany the tender cost of Rs.750/- in the form of Demand Draft (separate) in addition to the EMD amount in the form of Demand Draft.

All Demand Draft shall be drawn in favour of **BHEL, Trichy** payable at Tiruchirappalli.

- 2) Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for pre-qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.

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- 3) The Price Bid cover 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 Bill of Quantities from page No.20 to 21 of Price Bid.**

The completed qualification bid and price bid along with requisite EMD of **Rs.2,00,000/-** for the work in the form of Demand Draft in favor of BHEL, Trichy shall reach the office of the undersigned on or before **23 04 13 at 09.30 hrs.** Tenderers who had already remitted one time EMD should furnish the details of cash receipt No. _____ dt. _____, on the top of EMD cover. EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 10.00 hrs.** 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 shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. You / your authorized representative may participate in the tender opening.

Clarification if any, can be obtained contacting following phone No. 0431 – 2573705 / 2573718 Fax No. : 0431 – 2520710.

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

Thanking you,

Yours faithfully
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,

MANAGER / PLANNING /CTS



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.
TIRUCHIRAPALLI - 620 014.

CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

01. Name of work : **Construction of Boundary wall on the western side of BHEL Complex.**
02. Estimated Cost : **Rs. 182 Lakh**
03. Earnest Money Deposit : **Rs. 2,00,000/-**
04. Completion Time : **6 Months**
(From the date of commencement of the work which will be reckoned from the date of handing over to the Contractor)
05. Cost of Tender Document : **Rs.750/-** (including Sales Tax)
This amount will not be refunded under any circumstances
06. Last Date for Receipt of Tenders : **09.30 Hrs. on 23 04 13**
07. Date of Tender Opening : **10.00 Hrs. on 23 04 13**
08. Maintenance Period : 6 (Six Months from the date of actual completion of the entire work and handing over to Bharat Heavy Electricals Limited)

Tender document contains **159** pages in Qualification Bid and **28** pages in Price Bid including Bill of Quantities, Drawing etc.

Issued to Messrs. / Thiru :

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**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014**

CIVIL ENGINEERING DEPARTMENT (TOWNSHIP)

PREAMBLE

The scope of work includes **Construction of Boundary wall on the western side of BHEL Complex.**

01. The tender value excludes cost of cement, reinforcement steel & structural steel which will be supplied by BHEL at Stores at free of cost. Other free issue materials by BHEL are indicated in Schedule B of the Price bid document.
02. Time is the essence of the contract. Being a time bound project, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **6 months**, the works shall be completed progressively and handed over as per agreed split up schedule.
03. The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
- 04.. The following eligibility criteria shall be complied to fulfill the Qualification Bid:-
 - A) Separate Registration for EPF, ESI, PAN & Service Tax , IT returns acknowledged by IT Office, Profit & Loss Account and Balance Sheet certified by the auditor for the last three years (2009-12).
 - B) Average annual turnover in civil works in the last three years shall be at least for a value of Rs. 55 Lakhs .
 - C) During last seven financial years should have successfully completed works either
 - i) Three civil works each not less than Rs. 73 Lakhs .
 - or
 - ii) Two civil works each not less than Rs. 91 Lakhs
 - or
 - iii) One civil work not less than Rs. 146 Lakhs
 - D) Latest solvency certificate (Obtained within 6 months) from Nationalised / Scheduled bank, shall be at least for a value of Rs. 73 Lakhs
- 05.. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
06. Dissimilar / irrelevant works will not be considered for eligibility criteria.
07. Documentary evidences (Xerox copies - attested) for turnover, works experience, P.F, ESI & Sales Tax registration etc., all as indicated & required in the tender document should be furnished without which it will not be taken into account.
08. The value of turnover and the value of similar works mentioned above exclude cost of cement, reinforcement steel and structural steel. However if the turnover value furnished by the tenderer includes above materials, then the tenderer has to furnish the cost of the same separately. If it is not furnished, the material cost will be presumed as follows: -

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Civil & structural works combined	- 50 %
Civil works alone	- 35 %
Structural works including cloaking items	- 70 %
Other minor maintenance works	- 20 %

09. The norms for qualification with prescribed score is attached in the Qualification Bid Document. Evaluation will be done accordingly. Minimum score required for qualification is 60.
10. Agencies who had already been qualified and enlisted by BHEL under various money category can obtain tender document for the eligible value of work after paying the cost of tender document. They may submit the tender document duly signed in all pages and no evaluation for qualification is required for them.
11. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 20% (twenty percentage).
12. Quoted rate shall be firm throughout the contract period of **6 months** or till completion of work and no cost escalation is allowed on any account.
13. The item rate offered is for finished item of works 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. **The applicable Service Tax can be claimed from BHEL, along with their monthly bill for further payment to be made to the authorities concerned.**
14. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
15. The contractor should submit the mix design for RCC for different mix of concrete for different grade of cement at his cost through reputed institution.
16. The contractor should use only weigh batch for all reinforced cement concrete works (controlled concrete). The tenderer is advised to install concrete mini batching plant at site considering the quantum of concrete work involved.
17. 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.
18. The work shall be carried out as per drawings released then and there, Civil Engineering Department Work & Safety procedure, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge. The brief description of items of work is given in the bill of quantities provided in the Price Bid. **Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided in the Price Bid.**
19. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
20. **The contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Price Bid if the work is awarded. Further the contractor has to furnish 50 % of security deposit before signing of agreement and commencement of work.**

21. The contractor should bring the construction earth moving machineries like Poclain, Paver, Road Roller, JCB etc., as and when required for the work without any delay. Also required number of the following tools & Plants / instruments shall be made available always at site for the works.
- a) Precise Leveling instruments and theodolite.
 - b) Full load mixture machine / mini batching
 - c) Petrol / Kerosene driven vibrator/ mechanical vibrator
 - d) Cube moulds
 - e) Inter carting vehicle (tractor, hand trolley etc)
 - f) Hydra cranes
 - g) Power operated winches
 - h) Mobile / Hydraulic crane
 - i) Welding machine etc.
22. The contractor has to arrange sufficient number of lorries to collect & transport the surplus earth, construction debris generated, etc. at site. Otherwise BHEL would clear the debris at the contractor's risk and cost.
23. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation / extra cost till the contract value does not vary more than 20%.
24. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot. The contract should arrange for surveying construction site at his own cost.
25. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month or as required by the department for processing bill.
26. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
27. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
28. The contractor shall strictly adhere to various labour laws in force.
- 29.. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
30. The contractor should submit the programme for the completion of work and the list of machineries and site personnel to be deployed for the work along with tender.
31. The contractor should establish his own site office, fabrication yard, handling facility, storage facility to stock about 300 MT of cement etc., for which vacant land will be allotted on specific request for which the rent will not be collected.
32. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:

Site in-charge / Construction Manager	-	1 No.
Civil Engineer (Graduate in Civil Engineering)	-	1 Nos.
Supervisor/Engineer (Diploma Holder)	-	2 Nos.

In addition to the above, Quantity surveyors have to be engaged to prepare measurements and submit the bills.

33. Adequate number of Quality Engineer and qualified Safety Engineer should be deployed at site.
34. To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
35. The tenderer has to deploy adequate labour of required categories such as Unskilled, Skilled, Mason, Carpenter, Plumber, Welder, Fitter, Mistry, Technically experienced, etc. so as to execute the works simultaneously in all areas of work. The Technical persons with experience shall have to produce valid certificate for verification.
36. Expertised labour only to be engaged for specialized items of work like laying of ceramic tiles, marbles, cuddapah slabs, granite slabs and false ceiling, partition, wall paneling, architectural finishing etc. and work experienced persons shall be engaged for fabrication, water supply, railway track laying and aligning works, sewerage system work, etc.
37. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex.
38. Exclusive Stores personnel should be engaged who would co ordinate with department official for clearance and collection of BHEL supplied materials required for works.
39. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory / Township Complex.
40. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
41. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
42. All the works shall be executed as per the standard specifications as provided in TNBP / BIS.
43. All the materials to be used in the work and the nature of work shall conform to the respective TNBP & BIS and National Building Organisation, Standard Specifications forming part of "ALL INDIA STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer-in-charge before actual incorporation in the work.
44. The contractor should maintain proper accounts for cement, reinforcement steel and structural steel sections and other materials if any supplied by this organisation and these should be available at the site of work for verification and check by the Officials of this Organisation at any time.

45. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
- All the structural works including fabrication, erection etc., are subject to inspection and clearance by Third Party Agency fixed by BHEL.
46. **The contractor should use only the materials of brand and quality as approved by BHEL.**
47. All materials and consumables brought by the contractor should have manufacturer's certificate.
48. All tools and plants including jack hammer with silencer & bits, rock drilling machine, etc., required for all the works covered under this contract will have to be brought by the contractor. Compressed air alone will be provided if available at viable locations at free of cost by BHEL. From that point the contractor has to provide further arrangements for site works.
49. All safety measures are to be followed during execution of work, particularly during blasting and only licensed blaster should be engaged for this purpose. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure like railway lines if any etc. Controlled blasting including muffling can be carried out with prior permission from safety department.
50. Contractor's materials and tools & plants shall have to be brought inside factory / Township with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside.
51. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL, to adhere the Quality Control Procedures ensuring quality.
52. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
53. With regard to specifications not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by Bharat Heavy Electricals Limited, shall apply.
54. Purchase preference policy if applicable will be extended to CPSE bidders subject to other terms & conditions as provided in the office memorandum issued by DPE. The tenderer has to furnish copy of Government circular for claiming purchase preference.
55. Tenderers are requested to furnish the duly filled in E format attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from BHEL, Trichy.
56. The main work order may further be split in to few sub work orders. The process of billing, material tallying and submission of completion reports will be according to the individual sub work orders.
57. Bank Guarantee format can be obtained after award of work in case of successful tenderer.
58. No advance / mobilization advance will be given.
59. LD / Penalty clause is applicable as per General Conditions of Contract in force.

60. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project/unit awarded against a different Tender.
61. BHEL reserves its right to accept/reject any or all the tenders and to award the work in full or split to more than one agency without assigning any reasons.
62. Also BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing reverse auction rules, terms and conditions for this purpose.

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this Organisation must submit the following testimonials simultaneously with their tenders.
 - i. A Certificate to establish that the tenderer is an independent contractor working on his own
 - ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for or similar work satisfactorily.

NOTE :

- a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted
 - b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected
2. The tenders should be accompanied by a list of contracts already held by the contractor at the time of submitting the tender and giving the following particulars
 - a) Value of each contract
 - b) The balance value of work to be done on the same
 3. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt of delay in the receipt of the tender documents by the tender.
 4. Rate for each item of the tender schedule should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. 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.
 5. Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. **The applicable Service Tax can be claimed from BHEL, along with their monthly bill for further payment to be made to the authorities concerned.**
 6. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
 7. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
 8. Where the tender called for covers only the building work and excludes internal services such as sanitary and water supply installations, electrification etc., the building contractor will have to leave pockets, holes, etc., as required for other works and will have to phase his work to ensure smooth progress of the work of the other agencies also as directed by the Engineer – in – charge.

9. Where the tender schedule contains special items of work such special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Project Authorities to allot these items of work to other contractors specialized in these works. In such cases, the main building Contractor will have to tender all necessary co-operation to the agencies involved so as to ensure the smooth progress of all work.
10. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work will be as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
11. Generally, the maintenance period for any work under BHEL Organisation will be SIX (6) MONTHS .

12. Earnest Money Deposit:

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Shall also be furnished in the form of Pay Order or Demand Draft in favour of BHEL, EMD in any other form will not be accepted. The rate of earnest money deposit shall be as under:

Works costing upto Rs. 2 lakhs	NIL
Works costing more than Rs.2 lakh and upto Rs. 5 lakhs	Rs. 10,000/-
Works costing more than Rs.5 lakhs and upto Rs.10 lakhs	Rs. 20,000/-
Works costing more than Rs.10 lakhs and upto Rs.20 lakhs	Rs. 40,000/-
Works costing more than Rs.20 lakhs and upto Rs.30 lakhs	Rs. 60,000/-
Works costing more than Rs.30 lakhs and upto Rs.50 lakhs	Rs. 1,00,000/-
Works costing more than Rs.50 lakhs and upto Rs.100 lakhs	Rs. 1,50,000/-
Works costing more than Rs.100 lakhs	Rs. 2,00,000/-

One time EMD will also be Rs.2 Lakh.

EMD by the Tenderer will be forfeited if,

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - c) The tenderer 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 award of contract.
 - c) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
 - d) EMD shall not carry any interest.
13. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case or a firm or Company of contractors any of its share holders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.
 14. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
 15. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the

execution of the contract. They may however recognise such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.

16. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
17. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
18. The expenses for completing and stamping the agreement shall be paid by the contractor.
19. The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, Shall apply.
20. Tenderers shall not increase their quoted rate in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderes for a period of three months from the date of opening of tenders.
21. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
22. All contractors will have to produce Income tax Clearance Certificate from the Income Tax– Officer concerned along with their tenders. Those Contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the Income – tax clearance certificate within the stated period the Earnest Money Deposit and Security Deposit of the tenderer may be forfeited and the contract terminated.
23. If the date of opening of the tender happens to be a holiday, then the tender will be opened on the next working day.

24. The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.

The labourers engaged in this contract shall be paid additional payment as mentioned below in addition to the payment of Minimum wages as stated above.

- | | |
|--------------------------------|--------------------|
| a) Unskilled Worker | Rs. 2000 per month |
| b) Semi-skilled Worker | Rs. 2300 per month |
| c) Skilled Worker / Supervisor | Rs. 2500 per month |

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

TENDER NOTICE

NAME OF WORK : **Construction of Boundary wall on the western side of BHEL Complex.**

ESTIMATED COST : Rs. 182 Lakh

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by ADDL. GENERAL MANAGER / CIVIL / TOWNSHIP Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. upto 09.30 hrs. on **23 04 13** and will be opened on the same day at 10.00 hrs. at the Office of the ADDL. GENERAL MANAGER/ CIVIL / TOWNSHIP 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 from 8.00 A.M. to 4.30 P.M. upto **20 04 13** on payment of the prescribed sum of **Rs.750/-** per set (including Sales Tax) Amount nor refundable.
3. TENDERS must be submitted in sealed covers and should be addressed to **MANAGER/CIVIL/PLANNING (TOWNSHIP)** with full name and address of the tenderer and the name of work being noted on the cover
4. All entries in the tender documents should be in one ink. Erasers and overwritings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to before submitting their tender.
6. 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. 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 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.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any variation in the Quoted rates till the total value of the Contract does not vary by more than 20% (twenty percent)
8. 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.
9. 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.
10. The rate quoted in the tender shall remain valid for a period **THREE MONTHS** from the date of opening of tenders.
11. In the event of tender being submitted by 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

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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.

12. Every tender must be accompanied with EMD for the amount as specified in Page No. 01 in any of the form mentioned in Para 12 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalisation 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

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

13. Security Deposit

- 13.1 Security Deposit should be collected from the successful tenderer . The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs.50 lakhs	Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
Above Rs. 50 lakhs	Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The security Deposit should be collected before start of the work from the contractor.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) 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 favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) 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.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- Viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

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

14. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 13 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.
15. After tender opening if tenderer revokes his tender or increases his earlier quoted percentage rate 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.
16. The Bharat Heavy Electricals Limited reserved the right to reject any or all the received or accept any tender or part there of without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
17. Conditional and Un witnessed 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.
18. Tenders not submitted on the prescribed form are liable to be rejected
19. The work must be completed within a period as mentioned in page No.8.
20. 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.
21. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
22. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for 'Health & Safety of Contract Labourer' 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.

ISSUING OFFICER

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

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. 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.
6. 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.

The applicable Service Tax can be claimed from BHEL, along with their monthly bill for further payment to be made to the authorities concerned.

7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. 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.
10. 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.
11. 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.
12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

Force Majeure clause: 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.

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.

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 parties to the business.

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 binding on both the parties to the business.

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.

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: Construction of Boundary wall on the western side of BHEL Complex.

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

Sl.No.	Description of work / supplied	Total amount of work / supplies (in figures and words)		Period of contract
		Rs.	Ps.	
1.	Construction of Boundary wall on the western side of BHEL Complex.			6 MONTHS

BILL OF QUANTITIES

Sl. No.	Appx. Qty.	Description of work	TNBP No.	Rate (Both in Unit fig & Words	Amount	
					Rs.	Ps.

AS PER SEPARATE SHEETS ATTACHED CONTAINING 2 PAGES

FROM SERIAL No. **20** to **21**

CONTRACTOR

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ACCEPTING OFFICER

BHEL - TRICHY -14
CIVIL ENGG DEPT-TOWNSHIP
Bill of Quantities

NAME OF WORK : Construction of Boundary wall on the western side of BHEL Complex

Sl.No	App. Qty	Description of work	Rate (Rs) In Figures & words	Unit	Amount
(1)	(2)	(3)	(4)	(5)	(6)
			Rs. P		Rs. P
10		Earthwork excavation (TRENCHES) in soils given below by mechanical means (Hydraulic excavator)/manual means and depositing the excavated earth at suitable places within the initial lead of 50 meter and initial lift of 1.5 meter for foundation in building works, roads, narrow drains, sewers, bridges, pipe lines etc., sectioning the subgrade to proper level and grade, watering and consolidating the subgrade to receive concrete bed, all as per standard specifications and instructions of Engineer-in-charge. Rate also includes bailing or pumping out water during excavation due to subsoil water, rain etc.			
a	2800	All kinds of soil except rock		CUM	
b	640	Ordinary rock		CUM	
20		Providing and laying in position plain cement concrete of specified grade including consolidation, curing etc. complete, all as per standard specifications. All works upto plinth level. Rate excludes cost of centering and shuttering.			
a	832	1:4:8 with graded stone aggregate 40 mm nominal size.		CUM	
30	2200	Random rubble masonry in foundation and basement in Cement mortar 1:5 including simultaneous flush pointing, all as per standard specifications.		CUM	
40	4350	Random rubble masonry in superstructure above plinth level and upto floor V level in Cement mortar 1:5 including simultaneous flush pointing, all as per standard specifications.		CUM	

CONTRACTOR

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ACCEPTING OFFICER

50		Plastering with cement mortar as per standard specifications.		
a	2600	In Cement mortar 1:5, 12mm thick		SQM
60		White washing on surfaces using Janathacem or equivalent material to give an even shade including cleaning, brushing of walls and preparing surfaces in accordance with standard specifications. Rate includes cost of all materials, labour, curing etc., complete.		
a	1800	One coat		SQM
70	800	Applying one coat of cement primer of approved brand and manufacturer on wall surfaces.		SQM
80		Painting with exterior emulsion paint (ACE or any other equivalent and approved brand) of approved shade on surfaces to give an even shade including preparing the surfaces, removal of dirt, thorough cleaning by watering etc., all as per standard specifications. Rate includes cost of necessary plaster of paris and putty wherever required, labour and all incidentals etc.complete.		
a	2600	Two coats		SQM
90	1000	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift up to 1.5 m etc. complete.		CUM
100		Conveyance of earth, sand, gravel, rough stone, broken stone, brick bats (debris) etc. by contractor's own lorry including loading, leading, unloading, stacking or spreading, all as per instructions of Engineer-in-charge. Payment for conveyance of earth will be made based on pit measurement and for other items based on stack measurements.		
A	100	0 - 1 Km		CUM
			Total	

SCHEDULE 'B'

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

SI.No.	DESCRIPTION	PLACE OF ISSUE
1	Cement	BHEL STORES or Stock yard
2	M.S Rounds, C.T.D Bars & Structural Steel, rails and all railway materials	BHEL STORES or Stock yard
3	A.C. / Galvalume / Polycarbonate Sheets	BHEL STORES or Stock yard
4	Cast iron pipes & specials including pig lead for jointing	BHEL STORES or Stock yard

2. 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.
3. 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.
4. The materials will be issued only during the working hours of the BHEL Stores Department (8.00 a.m. to 4.30 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.
5. 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.
6. 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.
7. Where A.C. Sheets and accessories, Doors, Windows, Sanitary fittings, Special glasses or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to any part or whole of the items issued to him as above. All wastage within the premises limits as fixed by BHEL will be charged for at the prescribed issued rates of BHEL. Excess wastage will be charged for at punitive rates which will be 100% higher than the issue rates.
8. 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.

The decision of the Senior Engineer / Dy. Manager / Manager 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
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.....Nil.....

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

NOTE : All Drawings are to be signed by the Contractor as well as the officer entering into contract.

SL.No.	DRAWING NUMBER	DESCRIPTION
---	----	----NIL-----

SCHEDULE 'E'
LEAD STATEMENT

Sl.No.	Name of Material	Name of Source	Lead Particulars both for Factory and Township
1	Cement	BHEL Stores	2 Kilometre
2	M.S Rounds, C.T.D Bars & Structural Steel, rails and all railway materials	BHEL Stores	2 Kilometre
3	A.C. / Galvalume / Polycarbonate Sheets	BHEL Stores	2 Kilometre
4	Cast iron pipes & specials including pig lead for jointing	BHEL Stores	2 Kilometre
5	Broken Stones, R.R. Stones etc.	Thuvakudimalai	4 Kilometre
6	Sand	Coleroon River	14 Kilometre

C.A.....Date
(To be used in conjunction with BHE Ltd., General Conditions of Contract)

AUTHORITY TO TENDER

Tender Notice No. Township -03/13

Office of the
ADDL GENERAL MANAGER
CIVIL / TOWNSHIP
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No.T-11/13

Item rate tender for work required in Construction of Boundary wall on the western side of BHEL Complex.

Messrs / Mr.

.....of.....

are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the ADDL.GENERAL MANAGER / CIVIL / TOWNSHIP Bharat Heavy Electricals Limited Unit, Thiruverumbur, Tiruchirappalli – 620 014, **upto 09.30 hrs. on 23 04 13** addressed to the Manager / Civil / Planning (Township), BHEL. Tiruverumbur, Tiruchirappalli – 620 014 superscribing the name of work as mentioned above.

Any correspondence concerning this tender should be addressed as indicated above quoting the Tender Notice, Schedule No. and other relevant particulars.

BHARAT HEAVY ELECTRICALS LIMITED DO NOT BIND THEMSELVES TO ACCEPT THE LOWEST OR ANY TENDER.

Issuing Officer with
Designation

Contract Agreement No.....

TENDER

To

The Addl. General Manager/Civil/Township
Bharat Heavy Electricals Limited
Unit : Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of **Construction of Boundary wall on the western side of BHEL Complex.**

I / We hereby carefully perused the following documents connected with the above noted work and agree to obide by the same.

- 1.Specifications (General & Particular)
- 2.Drawings
- 3.Schedule 'A', 'B', 'C', 'D' & 'E'
- 4.Schedule of Rates
- 5.BHE Ltd., General & Special Conditions of Contract, Tender Notice and Instructions to Tenders attached hereto.

I / We forward herewith the sum of Rs.....as Earnest Money, which shall be refunded should this tender be rejected. I / We further agree to deposit such sum which along with the sum of Rs.....mentioned above shall make up 50% of the fully Security Deposit for this work as provided for under conditions of the BHARAT HEAVY ELECTRICALS LIMITED General Conditions of Contract.

I / We further agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities annexure thereto and to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract upto a maximum of 20% of the tendered amount of Rs.....

I / We further agree to refer all disputes, as required by condition 62 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E Ltd., in his sole discretion whose decision shall be final and binding.

WITNESS

Signature of the Contractor

Date :

- 1.
- 2.

GENERAL SUMMARY

1.	(a) Net Cost of works or building etc., from Schedule 'A'	Rs.	
2.	Provisional sum	Rs.	
		
	Total	Rs.	
		

Rupees.....
.....
.....

Shri..... in
the capacity of
has been duly authorized by me / us to sign the tender for and on behalf of
.....

(in block letters)

Date : SIGNATURE OF CONTRACTOR

Witness : Postal Address :

1.....
Address

Telephone No.

2.
Address

..... alterations have been made in the Tender Document and as evidence that these alterations were made before the execution of contract agreement, they have been initialed by the Contractor and the

.....
.....
.....

.....the said officer is hereby authorized to sign and initial on my behalf the documents forming part of this contract (Number of alternation in figures and words to be given here)

The above tender is accepted by me on behalf of the Bharat Heavy Electricals Limited, Unit: Thriuverumbur, Tiruchirappalli – 620 014. for a sum of Rs.....

.....
.....

.....at the percentage rates as indicated in Schedule 'A'.

SignatureDate.....

Designation