

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

TENDER DOCUMENT (PRICE BID)

Name of work : Providing Trestle Foundations for
Producer Gas line in HPBP from
Proposed PG Plant to Unit-II at BHEL
Tiruchy Complex.

Value of work : Rs.77.50 Lakh

Tender Notice No. : 03/13-14

Tender Schedule No. : 04/13-14

Period of Contract : Six (6) Months

Issued to :

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

CIVIL ENGINEERING DEPARTMENT (FACTORY)

PREAMBLE

01. The scope of work includes **“Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex..”** including all allied works.

The estimated value of Work is **Rs. 77.50 LAKH** excluding cost of cement, reinforcement steel and structural steel which will be supplied by BHEL at free of cost.
02. Time is the essence of the contract. Being a time bound improvement works the contractor should make all efforts to complete the work in time. The overall completion period is indicated as **6 months**.
03. 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.
04. 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).
05. Quoted rate for all items shall be firm throughout the contract period of **6 (Six)** months including extended period if any and no cost escalation is allowed on any account.
06. 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.
07. 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, cess, 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 rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 4.944%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.**
08. The tenderers are advised to visit BHEL Factory at Tiruchrappalli and get themselves acquainted with the site conditions before submitting the offer.
09. 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.

10. 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 financial years (2009-10,2010-11 & 2011-12).**
 - b) **Average annual turnover of similar works in the last 3 financial years shall be atleast for a value of Rs.23.25 Lakh**
 - c) **During last seven financial years should have successfully completed works either**

Three similar works each not less than Rs. 31 Lakh (or)
Two similar works each not less than Rs. 38.75 Lakh (or)
One similar work not less than Rs. 62 Lakh
 - d) **Latest Solvency certificate (obtained within 6 months) from Nationalised / Scheduled Bank shall be at least for a value of Rs. 31 Lakh.**
11. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
12. Dissimilar / irrelevant works will not be considered for eligibility criteria.
13. Documentary evidences (Xerox copies - attested) for turnover, works experience, P.F, ESI, Sales Tax and Service Tax registration etc., all as indicated & required in the tender document should be furnished without which it will not be taken into account.
14. 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 out of 100.
15. The value of turnover and the value of similar works mentioned above excludes cost of cement, reinforcement steel and structural steel. However if the turnover value furnished by the tenderer includes the above materials, then the tenderer has to furnish the cost of the same separately. If it is not furnished, the materials cost will be presumed as follows: -
- | | | |
|---|---|------|
| Civil & structural works combined | - | 50 % |
| Civil works alone | - | 35 % |
| Structural works including cloaking items | - | 70 % |
| Other minor maintenance works | - | 20 % |
16. The tentative/expected percentage breakup for various nature of works to be executed are indicated below for guide lines. However this will not be a binding one and this may vary according to the necessity at the time of execution. Any claim by the contractor will not be entertained on this aspect on any account.
- | | |
|----------------------|------|
| Civil works | 95 % |
| Miscellaneous works. | 05 % |

17. 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. (From page No. 27 to 31).**

18. 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.

19. **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. At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.9). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

20. **After award of work the contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Price Bid. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the 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 kept at site for the works always.

- a) Precise Leveling instruments and theodolite.
- b) Full load mixture machine along with weigh batcher
- c) Petrol / Kerosene driven vibrator/ mechanical vibrator
- d) Cube moulds
- e) Inter carting vehicle (tractor, hand trolley etc)
- f) Welding machine etc.
- g) Steel shuttering
- h) Pipe scaffolding

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. Exclusive lorries to be deployed on daily basis to clear the debris generated and on no account the debris can be left for more than three days. Otherwise BHEL would clear the debris at the contractor's risk and cost.

24. The contractor may be required to undertake works at remote places and in such cases the contractor should make own arrangement for safety of BHEL materials, water required for the work and power etc.

25. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation till the contract value does not vary more than 20%.

26. The contractor has to carryout the work in production shops without affecting the production by planning such work on holidays / obtaining proper shut down.
27. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
28. The contractor shall strictly adhere to various labour laws in force.
29. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
30. 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 wherever required at his own cost.
31. 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.
32. 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.
33. Statement of completed works with detailed measurements along with material 3reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill.
34. The contractor should establish his own site office, labour colony, fabrication yard, handling facility, storage facility etc., for which vacant land will be allotted on specific request for which the rent will not be collected.
35. 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.
Planning Engineer and coordinator	-	1 No.
Supervisor/Engineer (Diploma Holder)	-	2 Nos.
36. Adequate number of Quality Engineer and qualified Safety Engineer should be deployed at site. Experienced Engineers / Supervisors are to be engaged in Railway and water supply works.
37. 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.
38. 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.
39. 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.
40. Exclusive Stores personnel should be engaged who would co ordinate with department official for clearance and collection of BHEL supplied materials required for works.
41. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory Complex.

42. 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.
43. 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.
44. All the works shall be executed as per the standard specifications as provided in TNBP / BIS.
45. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
46. All the materials to be used in the work and the nature of work shall conform to the respective TNBP & BIS and National Building Organization, 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.
47. The contractor should maintain proper accounts for cement, reinforcement steel and structural steel sections and other materials if any supplied by this organization and these should be available at the site of work for verification and check by the Officials of this Organization at any time.
48. 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 subjected to inspection and clearance by Third Party Agency fixed by BHEL.
49. 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 at viable locations at free of cost by BHEL. From that point the contractor has to provide further arrangements for site works.
50. 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.
51. **The contractor should use only the materials of brand and quality as approved by BHEL.**
52. All materials and consumables brought by the contractor should have manufacturer's certificate.
53. 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.
54. 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.
55. Contractor's materials and tools & plants shall have to be brought inside factory 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 the factory complex.

56. 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.
57. 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.
58. 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.
59. On the written request from the contractor **Water required for the work may be provided by this organization at only one point at the site of the work at free of cost.** In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water is liable to be stopped at contractor's risk and cost.
60. On the written request from the contractor **Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost.** BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.
61. On the written request from the contractor **Compressed air alone will be provided this organization at only one point near the site of work at free of cost. The contractor has to provide further arrangements from that point to his other areas. Also the contractor should be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jack hammer with silencer wherever BHEL is not in a position to supply compressed air.**
62. 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.
63. 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.
64. a) Bank Guarantee format for Security deposit is enclosed in Qualification Bid to be used by the Successful Tenderer.
- b) The Bank Guarantee bond (BG) is to be submitted on non judicial stamp paper of Rs100/- and should be only from any one of the banks as per the list of consortium banks in India enclosed in the Qualification bid.
65. **No advance / mobilization advance will be given and the part-payment or advance for raw materials brought by the successful tenderer will not be paid. The payment for the finished items of works only will be paid after incorporating the required raw materials into the work, if any.**
66. LD/Penalty clause is applicable as per General Conditions of Contract. All the terms & conditions in the documents are binding on the tenderers.

67. 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.
68. In all matters of dispute the decision of General Manager BHEL Tiruchirapalli 620014 is final and binding on the successful tenderer.

Bharat Heavy Electricals Limited
Tiruchirappalli - 14
HRM/Welfare

CIRCULAR

No.BHE:POW:340

Date : 17/04/2013

ALL CONTRACT EXECUTING/AWARDING OFFICIALS

Sub. : Minimum Wages Act 1948 – Fixation of Minimum rates of wages for the employment in "General Engg. and Fabrication Industry" – Revision of DA – Reg.

Ref. : Letter No.Z3/9887/2013 dated 19/03/2013 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.2238.00 to Rs.3416.00 per month to those employed in "General Engineering and Fabrication Industry", the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/04/2013:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.131.00	Rs.254.00	Rs.3690.00	Rs.3416.00	Rs.7106.00
2	Semi-Skilled Worker	Rs.133.00	Rs.131.00	Rs.264.00	Rs.3990.00	Rs.3416.00	Rs.7406.00
3	Skilled Worker	Rs.139.00	Rs.131.00	Rs.270.00	Rs.4170.00	Rs.3416.00	Rs.7586.00
4	Supervisor				Rs.3956.00	Rs.3416.00	Rs.7372.00

Contract Awarding Executives are requested to ensure that the contractors make payment to their workers not less than Minimum Wages as stated above.


17/04/13
Manager/HR/Welfare

Cc. : All HR Executives
Manager/HR/PC/Chennai
SDGM/HR/PPPU/Thirumayam
AGM/Finance
GM/Finance
AGM/HR
GM/HR



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 : Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex.
- 02. Estimated Cost : **Rs.77.50 Lakh**
- 03. Earnest Money Deposit : **Rs.1.50 Lakh**
- 04. Completion Time : **SIX (6) MONTHS**
(From the date of commencement of work which will be reckoned from the date of handing over of site 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 : **14.45 Hrs. On 24.06.13**
- 07. Date of opening : **15.00 Hrs. On 24.06.13**

Tender document contains **113** pages in Qualification Bid and **37** pages in Price Bid including Bill of Quantities, Drawing etc.

Issued to Messrs. / Thiru :

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ISSUING OFFICER

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this Organization 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 to undertake and carryout the work tendered for or similar work satisfactorily

NOTE :

- a) Copies of testimonials unless attested 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 rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 4.944%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed**
 6. 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)
 7. Quoted rate shall be firm throughout the contract period of **6 months** and no cost escalation is allowed on any account including extended period if any.
 8. The works contract to be entered in to with the contractor will be governed by the BHEL Revised General Conditions of contract in force.

9. 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.
10. 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.
11. 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.
12. 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.
13. The contractor's responsibility under this shall commence from the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 10, and the Contractor will have to plan his work accordingly.
14. Generally, the maintenance period for this work under BHEL Organization will be Six(6) months .
15. **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. EMD be furnished only in the form of Pay Order or Demand Draft in favour of BHEL, Trichy , EMD in any other form will not be accepted. The rate of earnest money deposit shall be as under:

Works costing up to Rs. 2 lakhs	NIL
Works costing more than Rs.2 lakh and up to Rs. 5 lakhs	Rs. 10000/-
Works costing more than Rs.5 lakhs and up to Rs.10 lakhs	Rs. 20000/-
Works costing more than Rs.10 lakhs and up to Rs.20 lakhs	Rs. 40,000/-
Works costing more than Rs.20 lakhs and up to Rs.30 lakhs	Rs. 60,000/-
Works costing more than Rs.30 lakhs and up to Rs.50 lakhs	Rs.1,00,000/-
Works costing more than Rs.50 lakhs and up to 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.2.00 lakhs.

EMD by the Tenderer will be forfeited as per tender Documents if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
- ii) 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.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

EMD shall not carry any interest.

16. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of 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.
17. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancel 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.
18. 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 recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
19. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat Heavy Electricals Limited, reserves the right to reject such tender at any stage.
20. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
21. The expenses for competing and stamping the agreement shall be paid by the contractor.
22. 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, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, Shall apply.
23. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderes for a period of three months from the date of opening of tenders.
24. 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
25. 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.

TENDER NOTICE

NAME OF WORK : Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex.

ESTIMATED COST : Rs. 77.50 LAKHS

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 **SR.MANAGER/CIVIL/FACTORY (PLANNING)** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to **14.45 Hrs.** on **24.06.13** and will be opened on the same day at 15.00 Hrs. at the **Office of the SR.MANAGER/CIVIL/FACTORY (PLANNING)** 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. up to **22.06.13** 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 the 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 the one ink. Erasers and over writings 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 attach 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 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.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided 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 rates 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 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. **10** in any of the form mentioned in Para 15 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

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:

Up to Rs. 10 lakhs	: 10%
Above Rs. 10 lakhs up to Rs.50 lakhs	: 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 by 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.
1. 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. 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. If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
16. The Bharat Heavy Electricals Limited reserve 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 Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
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. **10**.
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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. No night work will be permitted without the written permission of the Engineer – in – charge.
2. Bulkage test on the sand to be used on the work should be conducted periodically to arrive at the correct quantity of sand to be mixed for the different proportions as and when required.
3. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract.
4.

(a) On the written request from the contractor Water required for the work may be provided by this organization at only one point at the site of the work at free of cost. In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water, is liable to be stopped at contractor's risk and cost.

(b) On the written request from the contractor Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.

(c) On the written request from the contractor Compressed air alone will be provided this organization at only one point near the site of work at free of cost. The contractor has to provide further arrangements from that point to his other areas. Also the contractor should be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jack hammer with silencer wherever BHEL is not in a position to supply compressed air
5. Permission for erection of temporary work sheds etc., at site will have to be obtained from BHEL in writing in advance.
6. The works contract to be entered into with the successful tenderer will be governed by the BHEL revised General Conditions of Contract in force.
7. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for under the "BHEL General Conditions of Contract and Safety Precautions" enclosed herewith.
8. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Tiruchirappalli – 620 014. shall be final and binding on the tenderer / contractor.
9. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies.
10. All the materials to be used in the work and nature of work shall conform to respective TNBP, IS and National Buildings Organisation Standard Specifications and shall be got approved by the Engineer – in – charge before actual incorporation in the work

SPECIAL CONDITIONS

1. Unless otherwise indicated in the Bill of Quantities cement, reinforcement steel (MS rods, CTD bars etc.), structural steel sections and other items (as mentioned in Schedule B) will be issued at BHEL Stores at free of cost. The Contractor's quoted rates shall therefore be inclusive of the cost of conveyance of these items from BHEL Stores to site of work including, loading, unloading and other incidental costs etc. The quantities of each items to the extent required for actual incorporation of the work will be treated as ISSUED FREE OF COST.

2. CEMENT:

Excess consumption of cement over and above the theoretical requirement as per BHEL Data upto a limit of 5% will be charged at the rate of Rs.6,668/per M.T. + applicable taxes at the time of recovery. Consumption beyond 5% will be charged at the punitive recovery rate of Rs.13,336/per M.T.. + applicable taxes at the time of recovery.

The above rates are only indicative and BHEL issue rate on date of actual issue will be applied

Gunny bags or Polythene Bags or Paper Bags in which cement is issued from BHEL Stores, need not be returned by Contractor to BHEL. The cost for each empty cement bag will be recovered from the Contractor's bills at the following rates.

- | | | |
|-----|------------------------|-----------------------------|
| i. | Empty cement gunny bag | Rs.1.25 + ST and SC / each |
| ii | Empty Polythene bag | Rs. 0.50 + ST and SC / each |
| iii | Empty paper bag | Rs. 0.25+ST and SC / each. |

3. REINFORCEMENT STEEL:

All surplus reinforcement rod with the contractor shall be returned to BHEL Stores at his own cost in the form of full lengths, useful cut bits and scrap. The invisible (non-returnable) wastage should not exceed a maximum of 0.5% of the actual quantity consumed in the work.

The contractor shall return all the scrap to the disposal stores at his own cost. Bent rods will also be taken as scrap only, irrespective of their length. The maximum permissible limit of scrap without recovery is 5% of actual consumption. The recovery details for the materials are as follows:

- | | | |
|----|--|--|
| a) | Single recovery rate for the non returned scrap upto 5% of actual consumption | : Rs.49,547/- per M.T + applicable taxes at the time of recovery |
| b) | The punitive recovery rate for steel qty. not accounted and extra scrap generated beyond 5% of actual consumption | : Rs.99,095/- per M.T. + applicable taxes at the time of recovery |

The above rates are only indicative and BHEL issue rate on date of actual issue will be applied.

4. STRUCTURAL STEEL SECTIONS:

All surplus raw steel remaining with the contractor shall be returned to BHEL stores at his own cost after completion of fabrication, in the form of full lengths, useful cut bits and scrap. The following yardstick will be adopted for the purpose of classification of scrap.

(a) Mild steel and alloy Steel plates and sheets	1000X500mm and above	Useful cut bit
(b) Mild steel and alloy Steel plates and sheets	Less than 1000 X 500 mm	Scrap
(c) Structural	One metre and above in length	Useful cut bits
(d) Structural	Less than one metre in length	Scrap

The invisible (Non-returnable) wastage should not exceed a maximum of 2% by weight of fabricated steel work and returnable wastage generated by way of scrap or useful cutbits shall be returned at "Actuals". Maximum permissible limit for scrap without recovery shall be 5% of actual fabricated quantity. However every care should be taken to see that raw steel is utilised most economically by preparing necessary cutting lists to restrict the scrap within the permissible limit.

Should the quantum of invisible wastage exceed the 2% permissible limit, RECOVERY AT TWO TIMES OF THE VALUE OF the extra tonnage involved (which will be evaluated on an average cost per tonne basis considering the total raw steel materials issued) will be effected from the contractor for the excess quantity involved (**2 times x Rs. 48,495 = Rs.96,990 / MT + applicable taxes at the time of recovery**).

The above rates are only indicative and BHEL issue rate on date of actual issue will be applied.

The Contractor shall submit a material tallying statement on completion of the work indicating the details of quantities of each material (section by section) received quantities used for fabrication as per DOD lists. Quantity returned in full length, useful cut bits and scrap and the quantity reckoned as invisible wastage.

i) For Structural Steel:

- a) **Single recovery rate for the non returned scrap upto 5% of actual consumption** : **Rs.48,495/- per M.T + applicable taxes at the time of recovery**
- b) **The punitive recovery rate for steel qty. not accounted and extra scrap generated beyond 5% of actual consumption** : **Rs.96,990/- per M.T. + applicable taxes at the time of recovery**

ii) For Rails:

- a) **Single recovery rate for the non returned scrap upto 5% of actual consumption** : **Rs.65,739/- per M.T + applicable taxes at the time of recovery**
- b) **The punitive recovery rate for steel qty. not accounted and extra scrap generated beyond 5% of actual consumption** : **Rs.1,31,478/- per M.T. + applicable taxes at the time of recovery**

iii) **For ERW Tubes:**

- a) **Single recovery rate for the non returned scrap upto 5% of actual consumption** : **Rs.42,534/- per M.T + applicable taxes at the time of recovery**
- b) **The punitive recovery rate for steel qty. not accounted and extra scrap generated beyond 5% of actual consumption** : **Rs.85,068/- per M.T. + applicable taxes at the time of recovery**

iv) **For Seamless Steel Tubes:**

- a) **Single recovery rate for the non returned scrap upto 5% of actual consumption** : **Rs.1,23,260/- per M.T + applicable taxes at the time of recovery**
- b) **The punitive recovery rate for steel qty. not accounted and extra scrap generated beyond 5% of actual consumption** : **Rs.2,46,520/- per M.T. + applicable taxes at the time of recovery**

The above rates are only indicative and BHEL issue rate on date of actual issue will be applied.

5. The Contractor should maintain proper accounts of cement, MS rods / CTD bars, structural steel sections and other materials if any supplied by this organization and these should be available at the site of the work for verification and check by the official of this organization at any time.
6. 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
7. The Manager / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of BHEL when the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him.
8. The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.
9. The contractor should submit in advance every fortnight a detailed programme of work to be undertaken from time to time strictly in conformities with the "Time and Progress Chart" covering the entire constructed work and reschedule them wherever necessary during the progress of the work so as to achieve the target set. Periodical progress reports of every fortnight should also be furnished by the Contractor regarding the collection of materials issued and to be issued from BHEL Stores and other relevant information as asked for by the Engineer-in-charge and other BHEL Officers-in-charge of the work.
11. 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.

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL

1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
2. The Contractor shall in respect of labour employed by him either directly or through subcontractors, company with or cause to be complied with the following statutory provisions and rules and in regard to a all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules
 - b) The Minimum Wages Act 1948 and the related Tamil Nadu
 - c) The payment of Wages Act 1936 and the related Tamil Nadu Rules
 - d) The Factories Act 1948 and the related Tamil Nadu
 - e) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
 - f) The Employees State Insurance Act 1948
 - g) The Workmen Compensation Act. 1923
 - h) The Industrial Disputes Act 1947.
 - i) The Payment of Bonus act 1965.**

and any other law or modifications to the above or the to the Rules made thereunder from time to time.

REGISTRATION AND LICENSING

3. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awarded to him by giving the following information getting a Code Number:
 - a) The Name of the Contractor
 - b) Nature of Contract Work
 - c) Period of work
 - d) Number of maximum labour employed by him on any one day
 - e) License No. & Date (Applicable in case of contractor employing 20 or more workers)
 - f) Whether enrolled for PF, ESI, etc., and enrolment No.
4. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event or contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.
5. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and / or Occupier of the Factory and shall render all necessary assistance for the same.

WAGES

6. 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.

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.09). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

7. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
8. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month
9. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
10. Where the employment of worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
11. Wages due to every worker shall be paid to him direct or to the person authorized him in this behalf. All wages shall be paid in current coin or in both.
12. The Contractor shall ensure the disbursement of wages in the presence of authorized representative of BHEL Management
13. The above payment shall be verified by the authorized office / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in the presence on at....."
14. A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form 'A' enclosed.
15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

16. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and work at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form:

- a. Serial Number
- b. Location
- c. Period of work
- d. No. of days worked
- e. No. of man worked
- f. Wages paid to workers

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

17. The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.

- a. Register of persons employed by the Contractor
- b. Employment Card
- c. Service Certificate
- d. Muster Roll, Wage Register, Deduction Register, wage slip, Overtime Register, register of Fines, Register of Advances etc.,

18. The Contractor shall display the abstract of the Contract Labour (Regulation & Abolition) Act and the Rules thereunder both in English and Tamil.

19. Half yearly Return shall be by the Contractor in duplicate to the Licensing Officer

20. The Contractor shall submit the returns required under the Contract Labour (Regulation * Abolition) Act 1970 periodically to BHEL Management.

21. The Contractor shall without fail give upto date information in writing to the attendance of the workers employed by him.

22. The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.

23. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

24. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.

25. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work Sunday.

26. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.

27. The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
28. The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May 15th August and 2nd October.
29. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
30. The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
31. No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.
32. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

33. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
34. The Contractor shall get the contract labour engaged by him insured Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

35. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and producer to BHEL such Registration Number / Enrolment Number before executing the contract work.
36. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuant of the above scheme as time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the higher multiples of five paise.
37. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

38. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
39. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
40. The Contractor shall with seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.
41. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit, the contractor shall immediately thereafter such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.
42. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.
43. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
44. Non-exercise of any of the powers of rights available to BHEL hereunder to under any law, shall not in any way operate as waiver thereof.

Note: The Specimen forms for the following are available in BHEL.

- | | | | |
|----|-----------|---|--|
| 1) | Form 'A' | - | Payment Certificate |
| 2) | Form IV | - | Application for License |
| 3) | Form XIII | - | Register of Workmen employed by contractor |
| 4) | Form XIV | - | Employment Card |
| 5) | Form XV | - | Service Certificate |
| 6) | Form XVI | - | Muster Roll |
| 7) | Form XVII | - | Register of wages |
| 8) | Form XIX | - | Wage up |

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy 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.	Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex.	77,50,000/-		SIX (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 5 PAGES

FROM PAGE No. **27 to 31**

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14

BILL OF QUANTITIES

NAME OF WORK: Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex.

Sl.No.	Qty.	Description of work	Rate (both in figures and in words)	Unit	Amount
1	1800	Clearing jungle including uprooting of rank vegetation, grass, brushwood, trees and saplings of girth upto 30 cm measured at a height of 1 metre above ground level and removal of rubbish upto a distance of 50 metre.		SQM	
2		Felling trees of girth as specified below (measured at a height of 1 metre above ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials.			
a)	20	Beyond 30 cm girth up to and including 60 cm girth		Tree	
b)	20	Beyond 60 cm girth upto and including 120 cm girth		Tree	
c)	10	Beyond 120 cm girth upto and including 240 cm girth		. Tree	
d)	5	Above 240 cm girth		Tree	

CONTRACTOR

27

ACCEPTING OFFICER

Sl.No.	Qty.	Description of work	Rate (both in figures and in words)	Unit	Amount
3		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. <u>Rate also includes bailing or pumping out water during excavation due to subsoil water, rain etc.</u>			
a)	550	Hard / Dense soil		CUM	
b)	1250	Ordinary rock		CUM	
c)	1300	Hard rock requiring blasting		CUM	
4	200	Excavation and removal of hard rock engaging Hydraulic excavator with swing mechanism and chain track under carriage (L&T / Hitachi / JCB or equivalent make) for the works near existing Buildings / structures where blasting is prohibited and depositing the excavated material at suitable places within the initial lead of 50 meter and for all lifts up to 5 meters for foundation / flooring 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. to attend earth moving works including pipe line burst , leveling and clearing at water logging areas, RCC / steel debris areas, uprooting and clearing of heavy thorny jungles, etc., as per the instructions of Engineer-in-charge. Rate include cost to provide the facility at BHEL, Trichy Complex which covers hire charges for the machinery, fuel, operation charges, to and fro charges of the machinery, labour and all other incidentals etc., complete		CUM	

Sl.No.	Qty.	Description of work	Rate (both in figures and in words)	Unit	Amount
5		Extra for every additional lift of 1.50m or part there of in :			
a)	200	All kinds of soil excluding rock.		CUM	
b)	300	Ordinary or hard rock		CUM	
6	200	Providing and laying in position plain cement concrete of mix 1:4:8 with 20 mm nominal size hard broken granite stone jelly including consolidation, curing etc. complete, all as per standard specifications. All works upto plinth level. Rate excludes cost of centering and shuttering.		CUM	
7	100	Providing and laying in position plain cement concrete of mix 1:4:8 with 40 mm nominal size hard broken granite stone jelly including consolidation, curing etc. complete, all as per standard specifications. All works upto plinth level. Rate excludes cost of centering and shuttering.		CUM	
8	1150	Providing and laying in position of reinforced cement concrete of mix 1:1.5:3 with 20 mm down graded hard broken granite stone jelly including vibration charges, curing etc. complete but excluding cost of centering, shuttering, finishing and reinforcement for all foundation works.		CUM	
9	40	Providing and laying in position machine batched, machine mixed and machine vibrated design mix of reinforced cement concrete of M-20 grade using 20mm and down graded hard broken granite stone jelly for structural elements, excluding cost of centering, shuttering, finishing and reinforcement but including admixtures in recommended proportions (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability, all as per directions of Engineer-in-charge for all foundation works.		CUM	
10	120	Straightening, cutting, bending, placing in position of MS/CTD bars and binding with MS binding wires of 18/20 gauge etc. for reinforcement of RCC works. Rate includes cover blocks, cost of binding wire , conveyance of MS/ CTD bars from BHEL stores to site of work, labour etc. complete. MS/CTD bars will be supplied by BHEL at Stores at free of cost.		M.T	

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Sl.No.	Qty.	Description of work	Rate (both in figures and in words)	Unit	Amount
11		Centring and shuttering including strutting, propping, assembling etc. and removal of form work upto a maximum height of 4.50 metre of each floor and also upto floor five level.			
a)	3000	Foundations, footings, bases of columns, equipment foundations, precast slabs, kerbs etc. for mass concrete.		SQM	
b)	100	Pockets or holes in foundations for holding down bolts.		SQM	
12	250	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each layer by ramming, watering etc. complete.		CUM	
13	1350	Refilling the column foundation pits with 150mm size soling stones / boulders in layers including supplying of soling and packing the stones in position with sufficient spalls, so as to fill the voids as completely as possible and including filling up the voids (20% by volume of soling stones / boulders) with excavated earth, watering, consolidating complying with standard specification. All as per the instruction of the Engineer-in-charge.		CUM	
14	600	Providing holding down bolts in MS rounds including washer plates of required sizes with nuts, washers etc. and fixing in proper level, line, alignment etc all as per drawing and instruction of Engineer –in-charge. Rate includes cost of steel materials, bolts, nuts, washers, fabrication and machining charges, fixing, all labour etc complete.		Kg	
15	3000	Providing holding down bolts including washer plates of required sizes with nuts, washers etc. and fixing in proper level, line, alignment etc all as per drawing and instruction of Engineer –in-charge. Rate includes cost of steel materials, bolts, nuts, washers, fabrication and machining charges, fixing, all labour etc complete.		Kg	
16	1	Grouting the H.D bolts, underneath the base plates etc., after alignment with wet cement grout (1:1), all as per standard specifications. Rate includes cleaning the sleeves/pockets, tools and plants etc., complete except cement which will be supplied by BHEL at stores at free of cost.		CUM	

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ACCEPTING OFFICER

Sl.No.	Qty.	Description of work	Rate (both in figures and in words)	Unit	Amount
17		Conveyance of earth, sand, gravel, rough stone, broken stone, brick bats (debris) etc. by contractor's own lorry including loading, leading, unloading, stacking and 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)	200	0-1 KM		CUM	
b)	1200	Beyond 1 Km but upto 2 Km		CUM	
c)	1000	Beyond 2 Km but upto 3 Km		CUM	
		TOTAL			

(RUPEES..... ONLY)

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

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
1.	0-TP-CEG-00696	Trestle foundation for producer gas plant connecting HPBP, SSTP and Unit II

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	BHEL Stores	2 Kilometre

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ACCEPTING OFFICER

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

AUTHORITY TO TENDER

Tender Notice No. **03 / 13-14**

Office of the

**SR.MANAGER/CIVIL/FACTORY(PLANNING)
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.**

Tender Schedule No. **04 / 13-14**

Item rate tender for work required in “Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy Complex.”

Messrs. are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **SR.MANAGER/CIVIL/FACTORY (PLANNING)** Bharat Heavy Electricals Limited Unit, Thiruverumbur, Tiruchirappalli – 620 014 superscribing the name of works 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

SR.MANAGER/CIVIL/FACTORY(PLANNING)

Bharat Heavy Electricals Limited

Unit : Tiruverumbur

TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carryout the work of **“Providing Trestle Foundations for Producer Gas line in HPBP from Proposed PG Plant to Unit-II at BHEL Tiruchy 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 sold discretion whose decision shall be final and binding.

WITNESS

Signature of the Contractor

Date :

- 1.
- 2.

CONTRACTOR

ACCEPTING OFFICER

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

CONTRACTOR

ACCEPTING OFFICER

..... 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