

Bharat Heavy Electricals Limited

**High Pressure Boiler Plant
Tiruchirappalli – 620 014. India
Civil Engineering Department (Factory)**

TENDER DOCUMENT (PRICE BID)

Name of work : Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.

Tender Notice No. : **04** / 13-14

Tender Schedule No. : **05** / 13-14

Period of Contract : **10** Months

Issued to :

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

CIVIL ENGINEERING DEPARTMENT (FACTORY)

BHE: SM: CF: P: Bhandara TS No. 05 / 13-14:
Dt. 03.07.2013

To

The Tenderer

Dear Sirs,

Sub: Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.

Ref: 1. Tender Notice No. **04** / 13-14
2. Tender Schedule No. **05** / 13-14

Please find enclosed / attached non-transferable tender document containing I) Qualification bid consisting, Preamble, Specifications, General Conditions of Contract, Norms for Qualification, Pro-forma and Work & safety procedure ii) Price bid consisting of Preamble, Instruction to Tenderers, Bill of Quantities to offer your most competitive rates for all the items, drawings, Schedules A,B,C,D & E.

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.

CONTRACTOR

1

ACCEPTING OFFICER

- 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. 50 to 51 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 drawn in favour of BHEL, Trichy shall reach the office of the undersigned on or before **16.08.2013 at 10.00 hrs.** EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 10.15 hrs. at the Office of the DY GEN MANAGER / CIVIL / FACTORY (Plg. & Design), Bldg. No. 53 Ground Floor, BHEL, Tiruchy – 620 014, Tamilnadu.** 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.

Complete set of drawings as indicated in SCHEDULE D of Qualification Bid can be obtained from the undersigned on request and the same shall be signed and submitted along with the tender document.

The tenderers who is desirous of sending their tender documents by post or courier are advised to send the same well in advance so as to reach the **Office of the DY GEN MANAGER / CIVIL / FACTORY (Plg. & Design), Bldg. No. 53 Ground Floor, BHEL, Tiruchy – 620 014, Tamilnadu on or before 16.08.2013 at 10.00 hrs.**

The late tenders received after the tender submission / opening time will be summarily rejected and will not be considered for any reason.

Clarification if any, can be obtained contacting following phone No. 0431 – 2574529 / 2574650 / 2574543 Mobile: 9442131611. Fax No. : 0431 – 2520333.

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications View Corrigendums) **and not in the newspapers.** Bidders to keep themselves updated with all such information.

One set of tender documents shall be retained by the bidder for their reference.

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

Thanking you,

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

DGM / CIVIL / FACTORY (PLG. & DESIGNS)

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

CIVIL ENGINEERING DEPARTMENT (FACTORY)

PREAMBLE

PROJECT INFORMATION:

BHEL is proposed to install a Power Equipment Fabrication Plant at Sakoli Tehsil, district Bhandara of Maharashtra State in the land area of about 475 acres which consists of **Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.**

Site information:

Location : Tehsil : Sakoli (Villages covered: Mundipar, Bamhani and Khairi)

Dist : Bhandara

State : Maharashtra

Latitude : 21° 05' 00"N

Longitude : 79° 59' 00" E

Nearest Railway Station : SONDAD - 10 Kms away from Sakoli.

Nearest Village : Sakoli (10 KM from Site.)

Nearest Seaport : Mumbai

Nearest Airport : Nagpur (around 100 kms from Site)

Access Road : **Sakoli** is located on Hazira-Kolkata NH-6. Sakoli is well connected to the major and minor cities. The National Highway 6 mainly connects Nagpur and Kolkata (via Bhandara, Deori, Jabalpur etc).

CLIMATIC CONDITIONS:

Temperature: Maximum: 47 Deg. Celsius and Minimum: 11.6 Deg. Celsius

Humidity: 52.3 %

Rainfall: In South West monsoon (June-Sep): 50 days.
Average total rainfall: 1250 - 1500 mm.

Seismic data:

Seismic Intensity : As per IS: 1893-2002 - Zone II.

1. The scope of work includes but not limited to **Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.**
2. **The tender value includes cost of structural steel and all other materials, as applicable.**
3. **Supply of materials like structural steel, all crane rails, etc. are also included in the scope of the contractor and the contract is a turnkey contract.**
4. **Validity of the offer shall be for six months from the latest due date of offer submission.**
5. **No Price Variation Clause is applicable for this contract.**
6. **The contract period will be 10 (Ten) months.**
7. Time is the essence of the contract. Being a time bound Project with capital expenditure, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **10 months**, the shop floor and other works shall be completed and handed over progressively.
8. 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.
9. Quoted rate shall be firm throughout the contract period of **10 months** and no cost escalation is allowed on any account.
10. If required, the tenderer may have to execute additional scope of work at proportionate cost upto 20 % of the present contract value, keeping other terms and conditions unaltered
11. The rate offered is for finished items 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, revenue expenses, overheads, profits & all other incidentals including insurance coverage for the total cost of the PEB structures, etc., complete.

The rate quoted shall not include service tax and BOCW Cess. 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). However the tenderer has to submit the service tax structure of applicability to their firm nature to arrive at the total cost to BHEL based on which the final award of work will be done. 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.

The successful tenderer should remit applicable cess as per Building and Other Construction Workers Act 1996 as applicable to the authorities (Maharashtra Government) concerned from time to time. The same can be reimbursed from BHEL on production of valid documentary proof for having paid the applicable cess of the value of work done to the authorities concerned. As soon as the BHEL – PEFP Factory Registration obtained, the BOCW Act will not be applicable.

12. The work shall be carried out as per 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. 50 to 51).**
13. **New Taxes / Levies**

In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
14. 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.
15. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force
16. The tenderers are advised to visit **PEFP Project site at Sakoli, Bhandara Dist., Maharashtra State** and get themselves acquainted with the site conditions before submitting the offer. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, labour laws, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
17. BHEL will arrange to depute their representative on specific dates to co-ordinate and accompany the tenderers to visit the site
18. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
19. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.

20. Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Qualification Bid
- e. Codes of Standards
- f. General Conditions of Contract

21. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

22. The following eligibility criteria shall be complied to fulfill the Qualification Bid :-

The tenderer should have separate registration for EPF, PAN, Sales Tax, Service Tax, Excise Duty, proof of having submitted IT return for the last three years (2009-10 to 2011-12), Profit & Loss account and balance sheet certified by the auditor.

Average annual turnover of similar works executed in PEB in the last three financial years should be Rs. 2100 Lakhs

During last seven financial years should have successfully completed works either

Three similar works not less than (Rs. 2800 L) or

Two similar works not less than (Rs. 3500 L) or

One similar work not less than (Rs. 5600 L)

Latest Solvency (obtained within 6 months) from Nationalised / Schedule Bank shall be at least for Rs. 2800 Lakhs

Should possess own Pre Engineering Building components manufacturing facility and design capability to match the present requirement of 7000 Lakhs.

Should have designed and supplied PEB's with EOT crane capacity of 30 Tonnes and higher.

23. The norms for qualification with prescribed score are attached in the Qualification Bid. Evaluation will be done accordingly. Minimum score required for qualification is 60.

24. The tenderer has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in the NIT in order to be qualified. The date of opening of price bids / conducting reverse auction shall be intimated to only such technically qualified bidders. BHEL reserves the right not to consider offers of parties under HOLD.

25. The tenderer shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, attested by gazetted / Notary public, indexed and properly linked in the format for PQR. In case BHEL requires any other documents / proofs, these shall be submitted immediately.

26. Documentary evidences (Xerox copies - attested) for turnover on similar works, works experience, EPF, Sales Tax, Service Tax, Excise Duty, PAN Registration etc., all as indicated & required in the tender document should be furnished without which it will not be taken into account.

27. The tenderer may have to produce original document for verification if so decided by BHEL.
28. The works executed in the own name of the tenderer only will be considered for eligibility criteria. The nominated committee may also visit the works executed by the contractor to ascertain the nature of work relating to PEB works before qualifying.
29. Dissimilar / irrelevant works will not be considered for eligibility criteria.
30. 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 favour of BHEL payable at Tiruchy in addition to the EMD amount in the form of Demand Draft. Tenders without tender cost will also be summarily rejected. However tender committee may consider exemption in the case of SSI registered with MSME as per applicable Law and the tenderer has to submit proof for the same.
31. Tender without EMD / one time EMD reference will be summarily rejected and the qualification bid and price bid shall not be considered.

IMPORTANT INFORMATION:

32. **The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms)**
33. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the present tenderer in another project / sister unit awarded under different enquiry.
34. 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.
35. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
36. **The tenderer is required to execute integrity pact in the prescribed pro-forma with BHEL if qualified. The price bid of the respective tenderer will be opened / qualified for Reverse Auction only on submission of the said pact.**
37. **The successful tenderer has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Qualification Bid if the work is awarded. Also it is to be noted that after award of work the successful tenderer has to furnish atleast 50 % of security deposit before the commencement of work.**
38. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against EMD / Security Deposit / PBG. **The Bank Guarantee shall be obtained from any one of the banks in the list of consortium banks in India as per the enclosure.**
39. Tenderers are requested to furnish the duly filled in E format (attached as separate in the Qualification Bid) sheet along with a cancelled cheque leaf to accept Electronic Fund Transfer / R T G S transfer for any payment from BHEL, Trichy.
40. **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.**
41. **LD / Penalty clause is applicable as per General Conditions of Contract in force.**

42. The successful tenderer has to ensure payment of Minimum Wages as per Maharashtra State Minimum Wages including its periodical revision 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 successful tenderer 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.

If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.

43. The successful tenderer should pay Bonus to their workmen engaged for this contract work as per the payment of Bonus Act 1965.
44. BHEL may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. The successful tenderer shall enable such facilities to BHEL.
45. The successful tenderer will deduct the necessary amount from his employees towards provident fund & ESI and contribute the equal amount as per Government of India rules. This amount will be deposited regularly to the Provident Fund & ESI Authorities concerned and account code obtained. The successful tenderer shall submit the above account code duly certified by PF & ESI authorities to BHEL project – in -charge. Also all other employees' benefits are to be borne by the contractor as per statutory laws. **If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.**
46. The successful tenderer should submit labour records such as attendance, wage acquittance, ESI and PF remittance challans for the labourers engaged in the Project site only. **If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.**
47. The successful tenderer has to deploy adequate labour of required categories such as Unskilled, Skilled, Welder, Fitter, Mistry, Technically experienced, etc. so as to execute the works simultaneously in all areas of work. Expertise labour only to be engaged for specialized items of work and the technical persons with experience shall have to produce valid certificate for verification.
48. The successful tenderer shall engage all the unskilled, skilled, especially skilled labour and supervisory staff for the work. Only trained and competent personnel with previous experience in the job shall be employed. However, BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The successful tenderer shall be bound to follow the instruction of BHEL.

49. It is the responsibility of the contractor to engage his workmen in shifts and /or on overtime basis for achieving the target set by BHEL. This target may be set to suit BHEL's requirements or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the targets will be final and binding on the successful tenderer.
50. The successful tenderer shall employ only qualified and experienced engineers/supervisors for this job. They shall have professional approach in executing the work having adequate knowledge and experience in the fields. The successful tenderer shall give an organization chart indicating the staffing pattern.
51. The successful tenderer is required to carry out erection 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. |
| Qualified Surveyor | - | 1 No. |
| Civil Engineer (Graduate in Civil Engineering) | - | 1 No. |
| Structural Engineer (Graduate in Mechanical / Civil Engg.) | - | 1 Nos. |
| Supervisor/Engineer (Diploma Holder) | - | 2 Nos. |
52. Adequate number of Quality Engineer and qualified Safety Engineer should be deployed at site.
53. The successful tenderer shall provide the names and details of Engineer / Supervisors at the time of mobilization to BHEL as per the proposed organization chart.
54. Exclusive Stores personnel should be engaged who would co-ordinate with department official for clearance and collection of BHEL supplied materials if any for works.
55. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of the site Complex.
56. The successful tenderer shall depute a civil engineer during the execution of civil foundation work by other contractor in order to ensure the alignment of bolts, levels of concrete, screed bars, etc.
57. The successful tenderer's supervisory staff shall execute the work in the most substantial and workmanlike manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/ instructions given by BHEL Engineer from time to time.
58. The supervisory staff employed by the successful tenderer shall ensure proper outturn of work and discipline on the part of the labour put on the job by the successful tenderer and in general, see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL's Client.
59. An industrial relations supervisor shall coordinate for the implementation of local labour laws, maintenance of records as required by contract labour (regulation and abolition act) and also coordinate with the local labour authorities. The successful tenderer has to ensure minimum wages payment to their labours as per the rule of the state and they have to produce documentary evidence to that effect to BHEL.

60. If at any time during the execution of work, it is noticed that the work is suffering on account of non-availability / shortfall in provision of resources from the successful tenderer's side BHEL will make suitable alternate arrangements at the risk and cost of contractor. The expenditure incurred with overheads thereby shall be recovered from the successful tenderer.
61. It shall be the responsibility of the successful tenderer to see that the workmen do not utilize the departmental canteen facilities. The successful tenderer has to make his own arrangements to provide refreshment for the workmen.
62. The successful 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.
63. The successful tenderer shall obtain independent Labour License under the Contract Labour (regulation and abolition) Act from the concerned authorities based on the certificate (form-V) issued by BHEL.
64. The successful tenderer shall strictly adhere to various labour laws in force.
65. The successful tenderer shall also comply with the requirements of local authorities / project authorities calling for police verification of antecedents of the workmen, staff etc.
66. **The successful tenderer should remit applicable cess as per Building and Other Construction Workers Act 1996 as applicable to the authorities concerned from time to time. The same can be reimbursed from BHEL on production of valid documentary proof for having paid the applicable cess of the value of work done to the authorities concerned. As soon as the BHEL – PEPF Factory Registration obtained, the BOCW Act will not be applicable.**

BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

67. **The successful tenderer shall make his own arrangements for accommodation with necessary facilities such as drinking water, sanitation and lighting etc. for his workmen and the staff. The electricity for labour accommodation shall be arranged by the contractor on his own. Also, the contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL shall not provide any facility in this regard. However, BHEL may consider to allot space for labour colony at free of rent if sufficient land is available for this purpose.**
68. **The successful tenderer should establish his own site office, fabrication yard, handling facility, storage facility, security arrangements, etc., for which vacant land will be allotted on specific request for which the rent will not be collected.**
69. **The successful tenderer shall make his own arrangements for field office and stores for accommodating necessary equipments, tools room for execution of the work. Only open space will be provided by BHEL free of charges within the project premises at the available location.**
70. **The successful tenderer will have to make his own arrangements for water without any extra claims and water required for the work and drinking for the workmen shall be arranged by the successful tenderer.**
71. **The successful tenderer will have to make his own arrangements for Electrical energy without any extra claims and electrical energy required for the work and for other purposes shall be arranged by the successful tenderer. The successful tenderer 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 to other required area of work.**
72. **The successful tenderer 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.**
73. **The successful tenderer should have their own well established laboratory for conducting various tests as per scope of work mentioned in the Tender document at their manufacturing centre / unit.**
74. **The successful tenderer shall arrange adequate floodlights, hand lamps and area lighting. Provision of distribution lines for lighting from the single point to the required place with proper distribution boards, observing the safety rules laid down by the electrical authorities of the state shall be done by the successful tenderer including all the materials like cables, fuses, switch boards etc.**
75. **The successful tenderer shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangements including construction of septic tank. These installations shall be maintained in hygienic condition at all times.**
76. **On completion of work, all the temporary buildings, structures, etc shall be dismantled and levelled and debris shall be removed as per instruction of BHEL by the successful tenderer at his cost. In the event of his failure to do so, the same will be arranged to be removed and expenditure thereof will be recovered from the successful tenderer. The decision of BHEL engineer in this regard shall be final. However, the scope of dismantling and levelling the area is limited only to the successful tenderer's site office, yard and other spaces occupied by the contractor.**
77. **The successful tenderer shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex**

78. All safety measures are to be followed during execution of work, particularly while working at heights. Sufficient care shall be taken by the contractor to avoid damages to the buried pipe lines, cables and other infrastructure like railway lines if any etc.
79. 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.
80. The tenderer is required to quote their rates inclusive of cost of all materials, T&Ps, labour, etc. BHEL reserves the right to inspect and reject any T&P not found satisfactory.
81. The successful tenderer has to submit the list of machineries to be deployed exclusively for this work, 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.
82. The successful tenderer 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.
83. The successful tenderer should deploy precise instruments like total station, measuring devices using laser beam to ensure error free line, level and alignment of holding down bolts etc. The successful tenderer is required to deploy skilled experienced labourers in handling such instruments and has to coordinate with other agencies like Civil contractors to achieve accuracy for trouble free erection of structures.
84. The successful tenderer should deploy the erection machineries like crane etc., required for the work at site till completion and handing over of the building. Also adequate number of the following tools & Plants / instruments shall be made available always at site for the works.

Precise Leveling instruments and total station
Laser beam instruments for accurate measurements
Inter carting vehicle (tractor, hand trolley etc)
Hydra cranes
Power operated winches
Mobile / Hydraulic crane
Welding machine etc.
85. All tools and plants required for all the works covered under this contract will have to be brought by the successful tenderer.
86. The successful tenderer'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 project site.
87. The successful tenderer is required to provide all necessary Tools and Plants (T&P), measuring instruments and handling equipments for this scope of work. BHEL is not providing any T&P for this work.
88. The successful tenderer shall provide all the necessary scaffolding materials, temporary structures and necessary safety devices etc, during execution of the work.
89. Timely deployment of adequate quantity of T&P is the responsibility of the successful tenderer. The successful tenderer shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.

90. The successful tenderer shall submit periodical reports in respect of following aspects of operation:
- 1) Availability and utilization of contractor's Tools & Plants
 - 2) Daily manpower reports
 - 3) Daily progress reports of activities & incidents
 - 4) Calibration reports
 - 5) Records of wages payment
 - 6) Any other report/record as may be specified by BHEL.
- BHEL at site will suggest formats for these reports.
91. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the successful tenderer, the successful tenderer should ensure that no work is done without the presence of successful tenderer's representative at the work spot.
92. All the works shall be executed as per the standard specifications as provided in Standard Building Practice in Maharashtra / BIS.
93. All materials brought by the successful tenderer for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
94. The successful tenderer should use only the materials of brand and quality as approved by BHEL.
95. All materials and consumables brought by the successful tenderer should have manufacturer's certificate.
96. The successful tenderer shall provide all consumables required for carrying out the work covered under this scope of work excepting those which are specifically indicated as BHEL supply.
97. All consumables, to be procured and used for the work shall have prior approval of BHEL engineer in regard to brand and quality specification.
98. The successful tenderer should maintain proper accounts for materials brought by the him and if any materials supplied by the department and the same should be available at the site of work for verification and check by the Officials of this Organization at any time.
99. The successful tenderer should extend full co-operation to the other contractors who may be doing other works in the same area to enable them to execute their portions of work without any delay or difficulty.
100. **The successful tenderer should extend full co-operation with the third party inspection agencies engaged by BHEL to adhere to the Quality Control Procedures at the successful tenderer's Fabrication Plants during fabrication and as well as at erection site.**
101. The successful tenderer shall effect and maintain professional indemnity insurance for the amount equal to Indian Rupees 50 Lakhs. The successful tenderer shall produce evidence of coverage of the professional indemnity insurance before any payment is released. The insurance which shall insure **the contractor's liability by reason of professional negligence and errors in the design of the works**, shall be valid for 5 years from the date of issue of Completion certificate. The BHEL will not issue final payment certificate until the contractor has produced evidence that coverage of professional indemnity insurance has been provided for the aforesaid period.
102. The successful tenderer shall furnish the total quantity and cost - break up each item of work covered in the BOQ. The successful tenderer has also to inform the total tonnage involved against the BOQ approximately for steel materials, roofing sheet, cladding materials, etc.

103. The successful tenderer shall furnish the crane girder materials, crane rails - tonnage involved in the work
104. The successful tenderer shall ensure to fabricate and dispatch the PEB components based on erection sequence with matching components.
105. A hypothecation deed must be executed by the successful tenderer for the total value of PEB components going to be supplied and erected at Bhandara in favour of PEFP, BHEL in order to release payment for the items supplied, erected at site. The format of the hypothecation deed is also enclosed in this tender document.
106. The successful tenderer should insure the finished pre-fabricated components and structures of PEB after inspection and clearance from BHEL on the name of PEFP, BHEL with Insurance company acceptable to BHEL. The insurance coverage should be for 10% value of contract against theft, fire, all risk, etc. complete for those materials lying in the site. The contractor must safeguard the goods against losses due to any delay in execution of work or to the shortage or misuse of materials. The goods should be in the name of the contractor with account BHEL. All the insurance policies shall be obtained from the insurance companies acceptable to BHEL.
107. The successful tenderer should dispatch the finished pre-fabricated components and structures of PEB with all Test Certificates and other relevant documents after inspection and clearance from BHEL Engineer or the Third Party inspection agency as fixed by BHEL and the document clearance from the consultant with necessary invoices addressed to in the name of the contractor A/c **BHEL near Sakoli, Bhandara District, Maharashtra State, transit insurance coverage for the dispatched products of the full value of the invoice.**
108. Statement of completed works with detailed measurements and DODL along with material consumption statements shall be submitted by the successful tenderer in the last week of every month for processing bill.
109. Being a lump sum contract the payment for all the items of works will be restricted to the quantity as indicated in the final offer of the successful tenderer. No extra payment will be made for additional quantity of materials / PEB components deployed by the contractor for the completion of the work. However suitable recovery will be made in case of deployment of lesser quantity of materials / PEB components than the quantity given in the final offer.
110. The successful tenderer has to send the invoices addressed to Site-in-charge / Civil Works, PEFP, BHEL, Bhandara in running bills based on the measurements written in the Measurement Book.
111. The successful tenderer has to take care to claim with insurance company for the damages, if any due to various reasons, during transit, erection, etc., even though the insurance obtained on the name of PEFP, BHEL. BHEL will extend necessary help to associate with him.
112. After completion of entire work, the successful tenderer will be allowed to take away the excess quantity and damaged PEB components, roofing sheets, cladding materials, other cloaking items, etc. that are not paid but brought in the name of the contractor A/c BHEL by proper gate pass issued by Site – In – charge / Civil Works.
113. The successful tenderer has to submit Performance Bank Guarantee for 10% of contract value, valid for a period of 1 (ONE) year from the date of completion.
114. The successful tenderer shall furnish Corporate Guarantee for 10 (TEN) years in Non-judicial stamp paper of appropriate value against structural stability and roof leak proofness for all structures.
115. In all matters of dispute, the decision of General Manager, BHEL, Tiruchirappalli – 620 014 is final and binding on the successful tenderer.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

BANK GUARANTEE FOR SECURITY DEPOSIT

1. THIS DEED OF GUARANTEE made this..... day of(month).....(year)
By(Bank 's full address) in favour of M/s Bharat Heavy Electricals Limited, Unit : Thiruverumbur, Tiruchirapalli 620 014, having its Registered Head Office at BHEL House, Siri Fort , New Delhi 110049.
2. **WHEREAS M/s Bharat Heavy Electricals Limited (hereinafter called the "COMPANY")** have placed work order(s) which are pending as on date and also proposes to place further work order(s)) (hereinafter called the "CONTRACT") upto..... (Date) for fabrications/ for machining/supply of pressure and non – pressure parts with M/s.....(CONTRACTOR'S Full address) (hereinafter called the "CONTRACTOR /SUPPLIER") and as per the terms of the contract, the company has issued /proposes to issue raw materials to the contractor to enable them to complete the work.
3. AND WHEREAS one of the conditions for placing such contract(s) is that the Contractor/ Supplier shall provide the Company a Bank Guarantee for Rs.in lieu of cash and towards the security deposit for the raw materials supplied and to be supplied, in pursuance of the contract(s) already placed but pending as on date and the contract(s) to be placed from time to time upto (Date) and also for the satisfactory performance and completion of work/supply as per the terms and conditions of the said contract(s).
4. AND WHEREAS the Contractor/ Supplier..... approached the
(Bank) and at their request and in consideration of the arrangement arrived at between the said Contractor / Supplier and the said Bank,
5. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
6. We..... (Bank) , further assure that the Contractor/ Supplier shall be responsible for the safe custody and protection of the raw materials that have been supplied/and to be supplied by BHEL under the contract(s) already placed but pending as on date and to be placed upto(date) against all risks till they are delivered back as finished products to BHEL as per the terms and conditions of the Contract or as they may direct and until such time, the Contractor/ Supplier shall hold the raw materials in trust for BHEL and shall not alienate the same in any manner whatsoever by way of sale or mortgage or charge or hypothecation etc. in favour of any one else including the bank herein or any other banks /financial institutions etc.

The raw materials shall always remain the property of BHEL and the Bank shall indemnify BHEL against the loss, damage or deterioration whatsoever in respect of the said raw materials while in the possession of the Contractor/Supplier. The raw materials of BHEL shall always be open for inspection by any Officer authorised by BHEL. The liability under this Guarantee is a continuing one covering all contracts already placed but pending as on date and to be placed upto.....(date) and should any loss or damage occur on account of the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or should any surplus raw materials become due to the Company under the Contract(s) and remains undelivered by the Company, the Bank shall indemnify the Company for the loss /damage for the value of raw materials for Rs...../- (RupeesOnly) and this is without prejudice to any other remedies which may be otherwise available to the Company by deduction from any sum due or any sum which at any time hereinafter become due from the Contractor/ Supplier under this or any other Contract(s).

CONTRACTOR

15

ACCEPTING OFFICER

7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
8. We.....(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
9. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
10. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.
11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.
14. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the the guarantor.
15. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout
Bank Seal the _____ day _____ month 200

Bank Phone No.
Bank e-mail ID
Bank FAX No

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

PERFORMANCE BANK GUARANTEE

1. In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract withhereinafter called ' the said contractor ' which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract No..... Dt Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _____we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout
Bank Seal the _____ day _____ month 200

BANK E-MAIL ID:
BANK PHONE NO.
BANK FAX NO:

The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks in India.

LIST OF CONSORTIUM BANKS IN INDIA

(as on 15.12.2011)

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

(1) It should be typed in the Rs. 100 value of stamp paper.

(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.

(3) It should be submitted with bank covering letter with sign and seal of the bank official.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. of 2 7

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in of 3 7 order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal. of 4 7

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process. 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder’s/ Contractor’s contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.of 5 7

Section 7 – Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or of 6 7 take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded. 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL. of 7 7

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

BHARAT HEAVY ELECTRICALS LIMITED

DIVISION -----

HYPOTHECATION DEED FOR SECURED PAYMENTS

THIS INDENTURE made this _____ day of _____ Two thousand and _____ between M/s. _____ (hereinafter called the 'Contractor' which expression shall, where the context so admits or implies, be deemed to include their executors, administrators, legal heirs and assigns) of the ONE PART and Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its Unit _____ (here-in-after called 'The Company', which expression shall, where the context so admits or implies, be deemed to include its successors in office and assigns) of the OTHER PART.

WHEREAS by a Contract / Work Order No. _____ dated _____ issued by the Company which has been accepted by the contractor (here-in-after called "The said Agreement") the Contractor has interalia agreed to execute and perform

_____ (Nature of job to be mentioned here)

AND WHEREAS the Contractor has applied to the Company that he may be allowed payment on the security of materials absolutely belonging to him and brought by him to the site of the works, the subject of the said agreement for use, in the construction / execution of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Company has agreed to make payment to the Contractor a sum of Rs. _____ (Rupees _____) on the security of materials, the quantities and other particulars of which are detailed in the Running Account Bill for the said works signed by the Contractor on the _____ and the Company has reserved to itself the option of making any further payment or payment on the security of other materials brought by the Contractor to the site of said works.

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- * 1. For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.
 2. To be executed on non-judicial stamp paper of appropriate value in accordance with the Stamp Act as applicable at the place of execution.

CONTRACTOR

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ACCEPTING OFFICER

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. _____ (Rupees _____) on or before the execution of these presents paid to the Contractor by the Company (the receipt where of the contractor doth hereby acknowledge) and of such further payment (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Company and declare as follows:

1. That the sum of Rs. _____ (Rupees _____) so paid, by the Company to the Contractor as aforesaid and all or any further sum or sums being paid as aforesaid shall be employed by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the Company as Security are absolutely the Contractor's own property and free from encumbrances of any kind. The Contractor will not make any application for or receive any payment on the security of materials which are not absolutely his own property and free from encumbrances of any kind. The Contractor agrees to indemnify and keep the Company indemnified against all claims and proceedings with respect to any materials in respect of which payment has been made to him as aforesaid. If any proceeding is taken or pending against the contractor, intimation and particulars thereof shall be sent to the Company forthwith and no such proceeding(s) shall be compromised save with the written consent of the Company. The Contractor shall take all effective steps in the defence of such proceedings and if so required by the Company engage counsel of their choice at the cost of the Contractor.
3. That the materials detailed in the said Running Account Bill and all other materials on the security of which any further payment or payment as may hereafter be made as aforesaid (hereinafter called 'THE Said Materials') shall be used by the Contractor, solely in the execution of the said works in accordance with the directions of the Company's official (hereinafter called the "EXECUTIVE") nominated by the Company from time to time as per the terms of the said Agreement. Such direction shall not however relieve the contractor of his obligation under the Agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said Materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Company's Executive or any official authorised by him. In the event of the said materials or any part thereof being stolen, or otherwise lost, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same at his cost with other materials of like quality or repair and make good the same if so required by the Company's Executive or such official.

The Contractor will at all times during the continuance of this security at his own expense insure and keep insured the said materials in the name of the Company and with an Insurance Company acceptable to the Company.

5. That the said materials shall not on any account be removed from the site of the works except with the written permission of the Company's Executive or an official authorized by him in that behalf.

6. That the payment shall be repayable in full before or at the time the contractor receives payment from the Company of the price payable to them for the said works under the terms and provisions of the said Agreement. Provided that if in the opinion of the Company any intermediate payments are to be made to the Contractor on account of work done, then on the occasion of each such payment, the Company will be at liberty to make recovery from the Contractors' bill for such payment by deducting therefrom the value of the said materials then actually used in the construction / execution and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the payment has been made under these presents were calculated.
7. That if the Contractor shall at any time make any default in the performance or observance of the terms and provisions of the said Agreement or of these presents, the total amount of payment or payments that may still be owing to the Company shall immediately on the happening of such default be repayable by the Contractor to the Company together with interest thereon @ _____ from the date or respective dates of such payment or payments to the date of repayment and with all costs, charges, damages and expenses incurred by the Company in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the Contractor and the Contractor hereby covenants and agrees with the Company to repay and pay the same respectively to them accordingly.
8. That the Contractor hereby hypothecates and charges by way of all the said Materials with the clear Intent that the said Materials shall remain and form as Security for the repayment to the Company of the said sum of Rs. _____ (Rupees _____) and any further sum or sums paid as aforesaid and all costs, charges, damages and expenses payable under these presents provided always and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the covenant for payment, and repayment hereinbefore contained shall become enforceable and the money owing shall not have been paid or recovered in accordance therewith, the Company may at anytime thereafter adopt all, or any of the following courses as it may deem fit and proper.
 - a) Seize and utilize the said materials or any part thereof in the completion of said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said Agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of payment under these presents and crediting the Contractor with the value of work done as if they had carried it out in accordance with the said Agreement and at the rates thereby provided, if the balance is against the Contractor, he is to pay the same to the Company on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the money arising from these sales retain all the sums aforesaid repayable or payable to the Company under these presents including costs and expenses incurred in conducting such sale, and pay over the surplus (if any) to the Contractor.
 - c) Deduct all or any part of the moneys owing to the Company out of the security deposit or any sums due to the Contractor under the said Agreement.
9. That except in the event of such default on the part of the Contractor as aforesaid, interest on the said payment shall not be payable. In the event of default the Contractor shall be liable to pay interest @ _____ per annum.

10. That in the event of any conflict between the provisions of these presents and the said Agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the arbitration by the

(Designation of the Head of the Unit to be indicated here)

of the Company or by a person appointed by him on his behalf, whose decision shall be final and binding on both parties and the provisions of the Arbitration & Reconciliation Act, 1996 for the time being in force shall apply to any such reference. The Arbitrator shall give reasons for the award.

IN WITNESS WHEREOF the said contractor and Shri _____ on behalf of the Company have hereunto set their respective hands the day and year first above written.

Signature & Seal

For and behalf of
Bharat Heavy Electricals Limited

In the presence of:

In the presence of:

Witness:

Witness:

Signature :

Signature:

Name:

Name:

Occupation:

Occupation:

Address:

Address:

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 rate offered is for finished items 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, revenue expenses, overheads, profits & all other incidentals including insurance coverage for the total cost of the PEB structures, etc., complete.

The rate quoted shall not include service tax and BOCW Cess. 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). However the tenderer has to submit the service tax structure of applicability to their firm nature to arrive at the total cost to BHEL based on which the final award of work will be done. 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.

The successful tenderer should remit applicable cess as per Building and Other Construction Workers Act 1996 as applicable to the authorities (Maharashtra Government) concerned from time to time. The same can be reimbursed from BHEL on production of valid documentary proof for having paid the applicable cess of the value of work done to the authorities concerned. As soon as the BHEL – PEFP Factory Registration obtained, the BOCW Act will not be applicable.

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.
13. The lowest bidder has to submit the break up quantity & cost of the major components like structural steel, sheeting, polycarbonate sheet, ridge ventilator, turbo ventilator etc. for items 1(a), (b) & (c) separately, matching the quoted value to arrive at unit cost for payment purpose. However no extra payment will be entertained on account of any increase in the indicated quantity subsequent to detailed Engineering and as supplied to site by the lowest bidder.

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 finalization 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 ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.



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 :

Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharastra State.

02. Estimated Cost : -----

03. Earnest Money Deposit : **Rs.2,00,000/-**

04. Completion Time : **TEN (10) Months**
(From the date of commencement of the work which will be reckoned from the date of handing over of the site to the Contractor)

05. Cost of Tender Document : **Rs.750/-** (Rs. 825/- if required by post)
including Sales Tax in DD form
This amount will not be refunded under any circumstances

06. Last Date for Receipt of Tenders : **10.00 Hrs. on 16.08.2013**

07. Date of Tender Opening : **10.15 Hrs. on 16.08.2013**

08. Maintenance Period : 12 (Twelve Months from the date of actual completion of the entire work and handing over to Bharat Heavy Electricals Limited)

Tender document contains totally 240 pages, Qualification Bid - 178 pages, Price Bid - 62 pages including Bill of Quantities and 6 pages as Drawings etc.

Issued to Messrs. / Thiru :

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ISSUING OFFICER

CONTRACTOR

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ACCEPTING OFFICER

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 rate quoted shall not include service tax and BOCW Cess. 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). However the tenderer has to submit the service tax structure of applicability to their firm nature to arrive at the total cost to BHEL based on which the final award of work will be done. 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.

The successful tenderer should remit 1% cess as per Building and Other Construction Workers Act 1996 as applicable to the authorities concerned from time to time. The same can be reimbursed from BHEL on production of valid documentary proof for having paid the 1% cess of the value of work done to the authorities concerned. As soon as the BHEL – PEFP Factory Registration obtained, the BOCW Act will not be applicable.

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 endeavor 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. **31**, and the Contractor will have to plan his work accordingly.
11. The maintenance period for this work is TWELVE (12) 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 up to Rs. 2 lakhs	NIL
Works costing more than Rs.2 lakh and up to Rs. 5 lakhs	Rs. 10,000/-
Works costing more than Rs.5 lakhs and up to Rs.10 lakhs	Rs. 20,000/-
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 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 of a firm or Company of contractors any of its share-holders or shareholder's relative, employed in a gazette 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, 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.
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 dispatch 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. 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.
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 copy of Income tax Return for the last three years 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.

23 TIME ALLOWED (Period of Contract)

The following programme should be strictly followed.

1	After necessary approval of design as mentioned in this document, the load details and HD bolt spacing of column foundation (pedestal) has to be issued	Within two weeks from the date of LOI
2	Design and issue of holding down bolts	Progressively from the completion of first month of issue of LOI to suit uninterrupted progress by Civil contractor
3	Design, fabrication and supply of PEB components including accessories.	Progressively within 12 weeks of approval of drawing.
4	Painting and erection of PEB including roofing, side cladding and all accessories as in scope	Progressively within 12 weeks of receipt of first consignment at site

TENDER NOTICE

NAME OF WORK: Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.

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 **10.00 Hrs** on **16.08.2013** and will be opened on the same day at **10.15** 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 **14.08.2013** on payment of the prescribed sum of **Rs.750/-** - per set in person (Rs. 825/- if required by post) including Sales Tax in the form of Demand Draft Amount nor refundable..
3. TENDERS must be submitted in sealed covers and should be addressed to DY GEN. MANAGER / CIVIL / FACTORY (PLANNING & DESIGNS) 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 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 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. Quoted rate shall be firm throughout the contract period of **10 months** and no cost escalation is allowed on any account.

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. 31 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:

Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to 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 thereof 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. 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.
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. **31**.
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.
23. The rates quoted in the tender shall remain valid for a period **SIX MONTHS** from the date of opening of tenders.

ISSUING OFFICER

CONTRACTOR

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ACCEPTING OFFICER

MANDATORY COMMERCIAL ACCEPTANCE TERMS

Terms of Payment:

- 1) 75% progressive payment on receipt of sequential acceptable PEB components at site on pro-rata basis against approved BOQ with necessary documents as described in point No. 108 & 109 of preamble.
- 2) 15% on erection on pro rata basis of identified PEB components.
- 3) 10% on successful commissioning and handing over of the PEB against a performance bank guarantee valid up to the warranty period of one year.
- 4) No mobilization advance is entertained.

Corporate Guarantee:

The tenderer shall furnish Corporate Guarantee for 10 years in Non-judicial stamp paper of appropriate value against structural stability and roof leak proofness for all structures.

Nature of award of Contract:

Only an indivisible contract shall be executed including supply, erection and handing over. No other form of contract shall be entertained.

Material & QCP

Before commencing fabrication, the tenderer shall obtain BHEL's prior approval for the usage of material. The tenderer shall produce necessary documentation (material test reports). The material should be sourced from the under mentioned sources preferably.

Steel for Frames- **Essar Steel / Jindal / SAIL / ISPAT/ Tata / RINL**

Roof and wall cladding coils: As per the specification and strength requirements given in this tender documents.

The tenderer shall submit the proposed quality control procedure for fabrication and erection along with the tender.

General:

The general approach and methodology proposed for carrying out the items covered in the Scope of work should be submitted, including such detailed information as deemed relevant. Apart from the above, contractor shall provide details and number of equipments, to be mobilized to complete the work as per specifications, in stipulated time schedule.

Detailed overall work programme and a bar chart indicating the duration and timing of all major activities showing the desired milestones.

List of codes of standards in addition to those mentioned in the specifications.

The tenderers shall submit the quality assurance plan duly signed by the corporate head or any other authorized person.

No information relating to financial terms of services should be included in the Qualification bid. Proposals are to be submitted to determine that the tenderer has a full comprehension of the work. Where a tenderer's technical submittal is found non-complaint with the requirement or work, it may be rejected. This process is to assure that only technically acceptable proposals are considered for the work.

Terms and conditions regarding structural steel

The tender value includes cost of structural steel but excludes service tax.

Supply of structural steel material is included in the scope of the contractor.

The supply of structural steel for the works by the tenderer should meet the minimum requirements as stipulated in the relevant IS codes / international codes.

Structural steel:

All Structural steel like angle, channels, beams, gusset plates, web plates, etc. meeting the minimum requirements as per IS 2062 Grade - E250 A/B/C / international codes shall be supplied and used in the fabrication after getting approval from the Site Engineer-in-charge.

The contractor has to submit the Drawing Office Dispatch List for the structural steel consumed in the fabrication and erection works separately and the payment will be made for the quantum of work done as per Drawing Office Dispatch List only. The allowance on invisible wastage for cutting and scrap should be taken care by the contractor in the quoted rate.

The quoted rate shall include all such contingencies. However, the contractor is expected to maintain proper accounts for material tallying.

Recommended Brand: SAIL / RINL / JSPL / TISCO / ESSAR Steel / ISPAT

The recommended brand also should meet the IS / relevant international codes requirements. The supply should accompany the Test Certificates meeting out the relevant codal requirements. If warranted, the Site Engineer-in-charge may require to conduct the test at any point of time to verify the strength at the contractor's risk and cost.

The contractor should store all the materials brought inside the BHEL – PEFPP Project site / complex for the works in proper stock yard to handle them in an easy manner and safe custody of contractor. BHEL will not be responsible for any loss / theft of contractors' material brought for the works.

The contractor should maintain proper accounts for structural steel sections and other materials and these should be available at the site of work for verification and check by the Officials of this Organization at any time.

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 BHEL or Third Party Agency as fixed by BHEL.

The contractor should use only the materials of brand and quality as approved by BHEL.

All materials and consumables brought by the contractor should have manufacturer's Test certificates.

For the materials supplied to BHEL works, all taxes including increase / revision in taxes (except service tax) shall be absorbed by the contractor. No extra claim on this account will be entertained. The quoted rate shall include all such contingencies

NOTE:

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.

GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITE DURING EXECUTION

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLE

1. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
2. The light on right side, i.e., over the drivers cabin shall be in working condition.
3. Both the head lights as well as park lamps must be in working conditions.

II. MOVEMENT OF VEHICLE

1. The vehicle should not travel at more than 20 km.ph in our premises.
2. The Driver of the vehicle must possess heavy duty licence and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
4. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
5. The driving should 'KEEP TO THE LEFT' at all places.
6. The vehicle should not be parked in road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III SHIPPING

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
3. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The loaded materials should be fastened tightly with 'WIRE ROPE'. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
5. There must be minimum two fastenings and it should be more in case of lengthier loads.
6. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
7. The wire rope ends should be clamped with 'U' clamps.
8. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
9. The loose pieces should be bundled before loading on the truck.
10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
11. The load should not be over hanging more than 3 ft. from the end of the body.
12. The materials should not be stacked too high to avoid hitting against live electric lines.
13. While transporting the scraps, there must be wire knitting cover to prevent falling of scrap.

IV GENERAL

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

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, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Maharashtra State Rules.
 - b) The Minimum Wages Act 1948 and the related Maharashtra State Rules.
 - c) The Payment of Wages Act 1936 and the related Maharashtra State Rules.
 - d) The Factories Act 1948 and the related Maharashtra State Rules.
 - 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.**
 - j) **BOCW Act.** 1996 and rules of 1998, etc.and any other law or modifications to the above or 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 - PEFP Project site before taking up the work awarded to him by giving the following information and 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.

If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.

This information is called for, for the purpose of informing the Inspectorate of Factories whenever they call for information regarding contracts.

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 of contract being extended or renewed. The Contractor shall inform the licence 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 Maharashtra State Minimum Wages including its periodical revision 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.

- | | |
|--------------------------------|--------------------|
| 1. Unskilled Worker | Rs. 2000 per month |
| 2. Semi-skilled Worker | Rs. 2300 per month |
| 3. 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.

If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.

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 any 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 by him in this behalf. All wages shall be paid in current coin or currency in both.

12. The Contractor shall ensure the disbursement of wages in the presence of such authorized representative of BHEL Management.

13. The above payment shall be verified by the authorized officer / 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 my presence onat....."

14. A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form 'A'.

15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of 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 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 contract labour engaged during the month
- e) No. of days worked
- f) No. of men worked
- g) 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 Maharashtra State Government 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 sent 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 of 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 day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen are booked for work on 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 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 or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 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 Contract Labour (Regulation and Abolition) Act 1970 read with the Maharashtra State Governments' Contract Labour Rules, if any.

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 thereunder. He shall also maintain a register of accident as per the Act.

34. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage 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 produce to BHEL such Registration Number / Enrolment Number before executing the contract work.

If ESI is not applicable to the work site, the tenderer has to cover his all workmen including supervisors and executives with contractor's all risk insurance policies.

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 fixed from time to 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 next 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 within 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. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay 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 or rights available to BHEL hereunder or 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 slip |

SHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.

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.	Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.			10 MONTHS

BILL OF QUANTITIES

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

AS PER SEPARATE SHEETS ATTACHED CONTAINING **2** PAGES

FROM SERIAL No. **50 to 51**

CONTRACTOR

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ACCEPTING OFFICER

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

BILL OF QUANTITIES

Name of work: Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Amount Rs. Ps.
1		Design, fabrication supply and erection of pre-engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors as per IS: 800-2007 and relevant codes for the following buildings all as per the technical and commercial specifications given in the tender documents and as per the attached drawings.			
a	1	Bay A - 1 No of size 30 M x 240 M (8 @ 30M) with EOT crane capacity of 30T - 1 No, 20T - 1 No & 10 T – 2 Nos for the entire bay with the detailed scope of work specified in the tender document & attached drawings. The building shall be designed with a provision for future expansion.		LS	
b	5	Bays (in between A & B Bays) 5 Nos (Bay Nos.1 to 5) of each bay size: 30 M x 234 M (18 Bays @ 12M + 1 Bay @ 18M) with EOT crane capacity of 20 MT – 2 Nos + 10 MT – 1 No in Bay 1,3 & 4, 20 MT – 2 Nos + 10 MT – 2 Nos in Bay 2, 30 MT – 1 No + 20 MT – 1 No + 10 MT – 1 No in Bay 5 and Semi gantry crane of capacity 5 MT – 2 Nos - full length in bay 3 & 4 F row (except gangway) and 5 MT – 2 Nos - between column E9 to E21 in bay 5 with the detailed scope of work specified in the tender document & attached drawings. The building shall be designed with a provision for future expansion.		LS	

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Amount Rs. Ps.
c	1	Bay B - 1 No of size 30 M x 240 M (8 @ 30M) with EOT crane capacity of 30T - 1 No (Future), 20T - 2 Nos & 10 T – 2 Nos for the entire bay with the detailed scope of work specified in the tender document & attached drawings. The building shall be designed with a provision for future expansion.		LS	
Total -- -- --					-----
Applicable Service Tax @					% (Amount in Rs.) --
Grand Total -- --					-----
(RUPEES ONLY)					-----

NOTE 1 The rate offered is for finished items 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, revenue expenses, overheads, profits & all other incidentals including insurance coverage for the total cost of the PEB structures, etc., complete.

The rate quoted shall not include service tax and BOCW Cess. 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). However the tenderer has to submit the service tax structure of applicability to their firm nature to arrive at the total cost to BHEL based on which the final award of work will be done. 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.

The successful tenderer should remit 1% cess as per Building and Other Construction Workers Act 1996 as applicable to the authorities concerned from time to time. The same can be reimbursed from BHEL on production of valid documentary proof for having paid the 1% cess of the value of work done to the authorities concerned. As soon as the BHEL – PEFP Factory Registration obtained, the BOCW Act will not be applicable.

- 2 The period of contract is TEN months. The contractor is required to plan accordingly as indicated under Instructions to Tenderers.
- 3 The tenderer is required to provide breakup quantity & cost of the major components like structural steel, sheeting, polycarbonate sheet, ridge ventilator, turbo ventilator etc. for items 1(a), (b) & (c) separately, matching the quoted value to arrive at unit cost for payment purpose in the price bid cover
- 4 However no extra payment will be entertained on account of any increase in the indicated quantity subsequent to detailed Engineering and as supplied to site by the tenderer.

SCHEDULE 'B'

1. The following materials will be issued FREE of cost to contractor at **Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.**

Sl.No	Name of Material
01	----NIL----

SCHEDULE 'C' ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

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

.....Nil.....

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	1-TP-CEG-01050	Layout of Plant.
2	0-TP-CEG-01073	General arrangement of production shop
3	M&S-PD-13-124	Wheel Load for 10T EOT and 20T EOT
4	M&S-PD-13-125	Wheel Load for 30T EOT and 5T SEMI GANTRY
5	M&S-PD-13-127	Clearance diagram and Rail Level for EOT Cranes
6	BHE:CP:04:39:2001	Details of cup type rail clamp

SCHEDULE 'E'

LEAD STATEMENT

Sl.No	Name of Material	Name of Source	Lead Particulars
1	Cement	NOT APPLICABLE	
2	M.S Rounds,CTD Bars &Structural Steel, rails and all railway materials		
3	A.C./ Al-Zn alloy coated HT Steel / Polycarbonate Sheets		
4	Cast iron pipes & Specials including pig lead for jointing		

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

AUTHORITY TO TENDER

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

Office of the
DGM / CIVIL / FACTORY (PLANNING & DESIGNS & QC)
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No. **05 / 13-14**

Item rate tender for the work required,” Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharashtra State.”

Messrs / Mr.
.....of.....

are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the DY. GEN. MANAGER / CIVIL / FACTORY (PLANNING & DESIGNS) Bharat Heavy Electricals Limited Unit, Thiruverumbur, Tiruchirappalli – 620 014, **up to 10.00 hrs. on 16.08.2013** addressed to the DY. GEN. MANAGER / CIVIL / FACTORY (PLANNING & DESIGNS), BHEL. Tiruverumbur, Tiruchirapalli – 620 014 super scribing 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 DY. GEN. MANAGER / CIVIL / FACTORY (PLANNING & DESIGNS & QC)
Bharat Heavy Electricals Limited
Unit : Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the **Design, fabrication, supply and erection of Pre-Engineered structural steel shop floor Buildings including crane girder, roof & side cladding, accessories, sky light panels, roof / turbo ventilators etc. of production shop floors for the Power Equipment Fabrication Plant near Sakoli, Bhandara district in Maharastra State.**

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

1. Specifications (General & Particular)
2. Drawings
3. Schedule 'A', 'B', 'C', 'D' & 'E'
4. Preamble, BOQ with detailed specifications, terms and conditions, etc.
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 up to 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.....

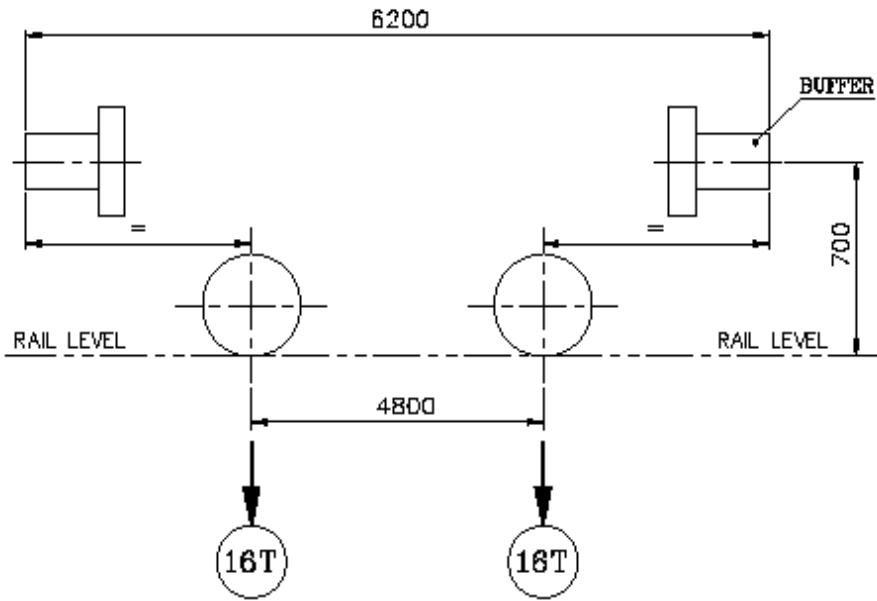
.....
.....

.....at the rates as indicated in Schedule 'A'.(Bill of Quantities)

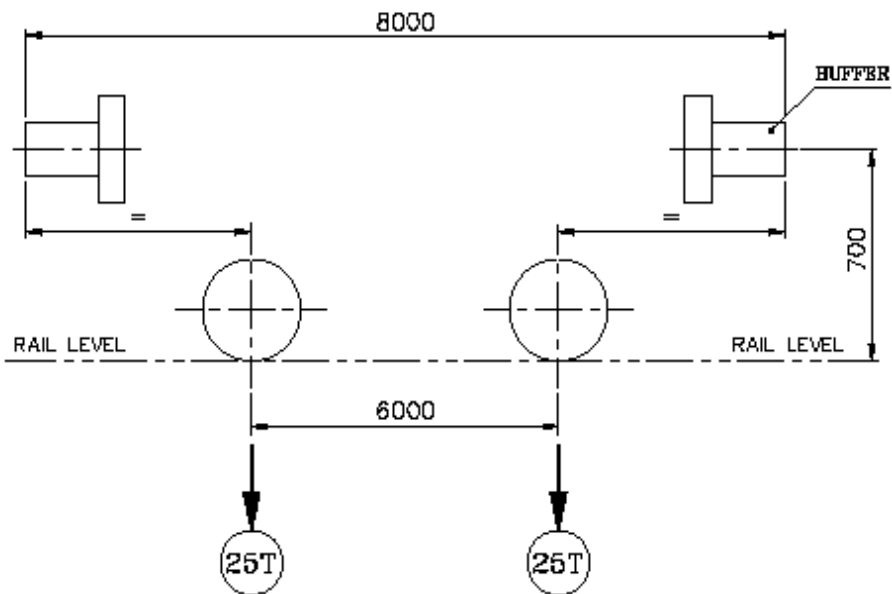
SignatureDate.....


Designation

WHEEL LOAD 10T. EOT CRANE

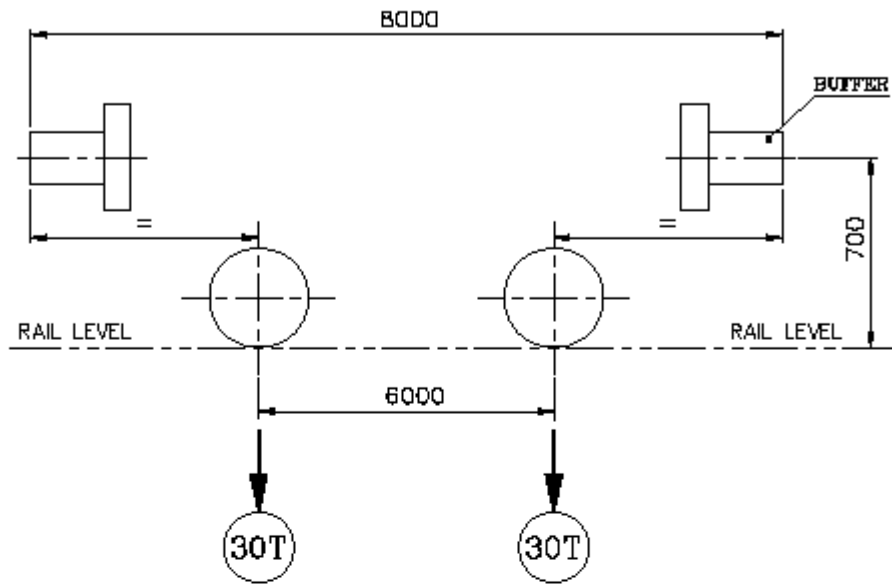


WHEEL LOAD 20T. EOT CRANE

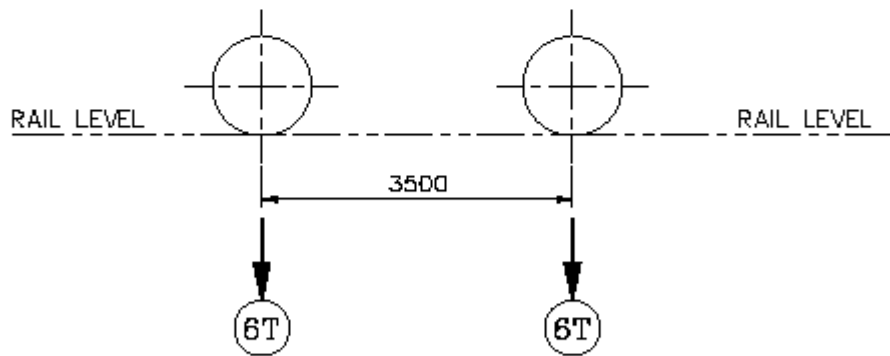



DRAWN	S.Selvamanickam				
DATE	18.03.13				
MACHINE	EOT	TYPE:	10T & 20T.		
	TITLE:	WHEEL LOAD 10T & 20T.		M&S-PD-13-124	REV.
		(FOR BHANDARA PROJECT)			

WHEEL LOAD 30T. EOT CRANE

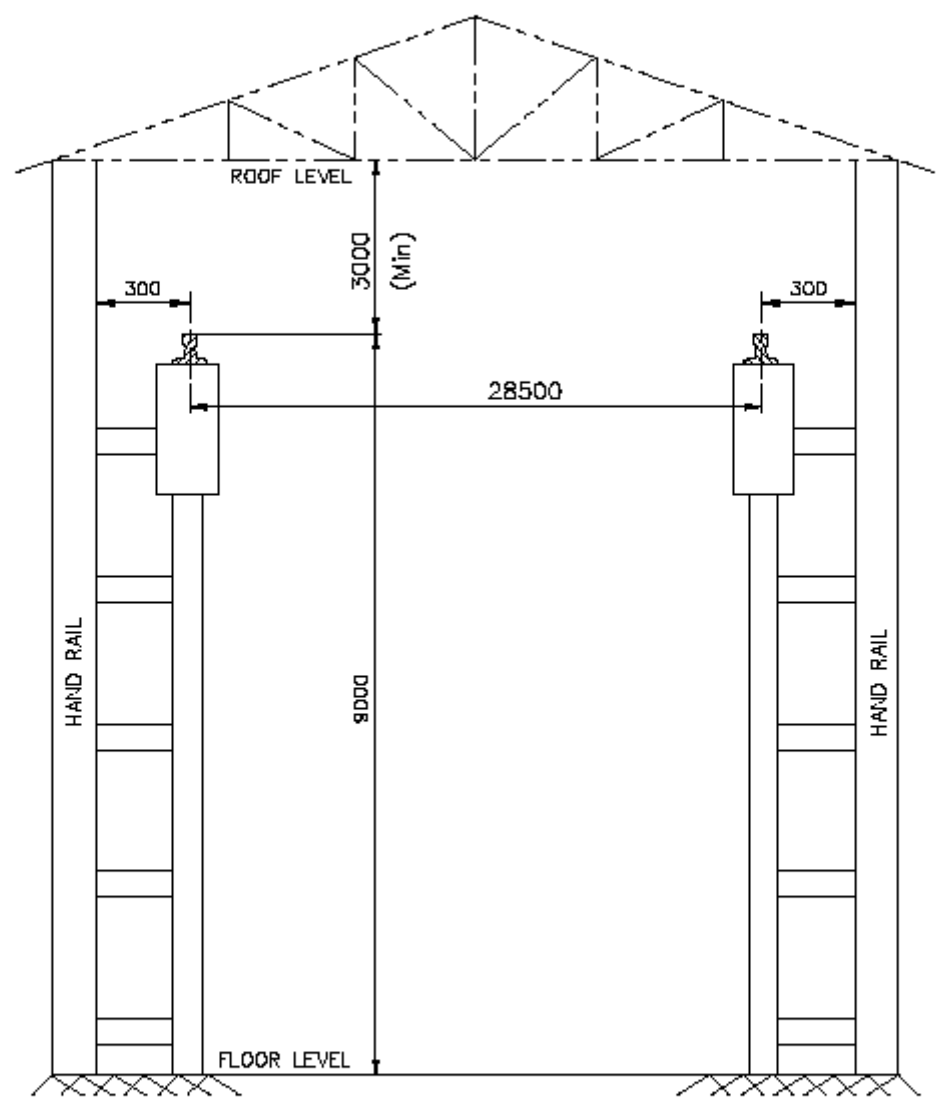



WHEEL LOAD 5T. SEMI GANTRY CRANE

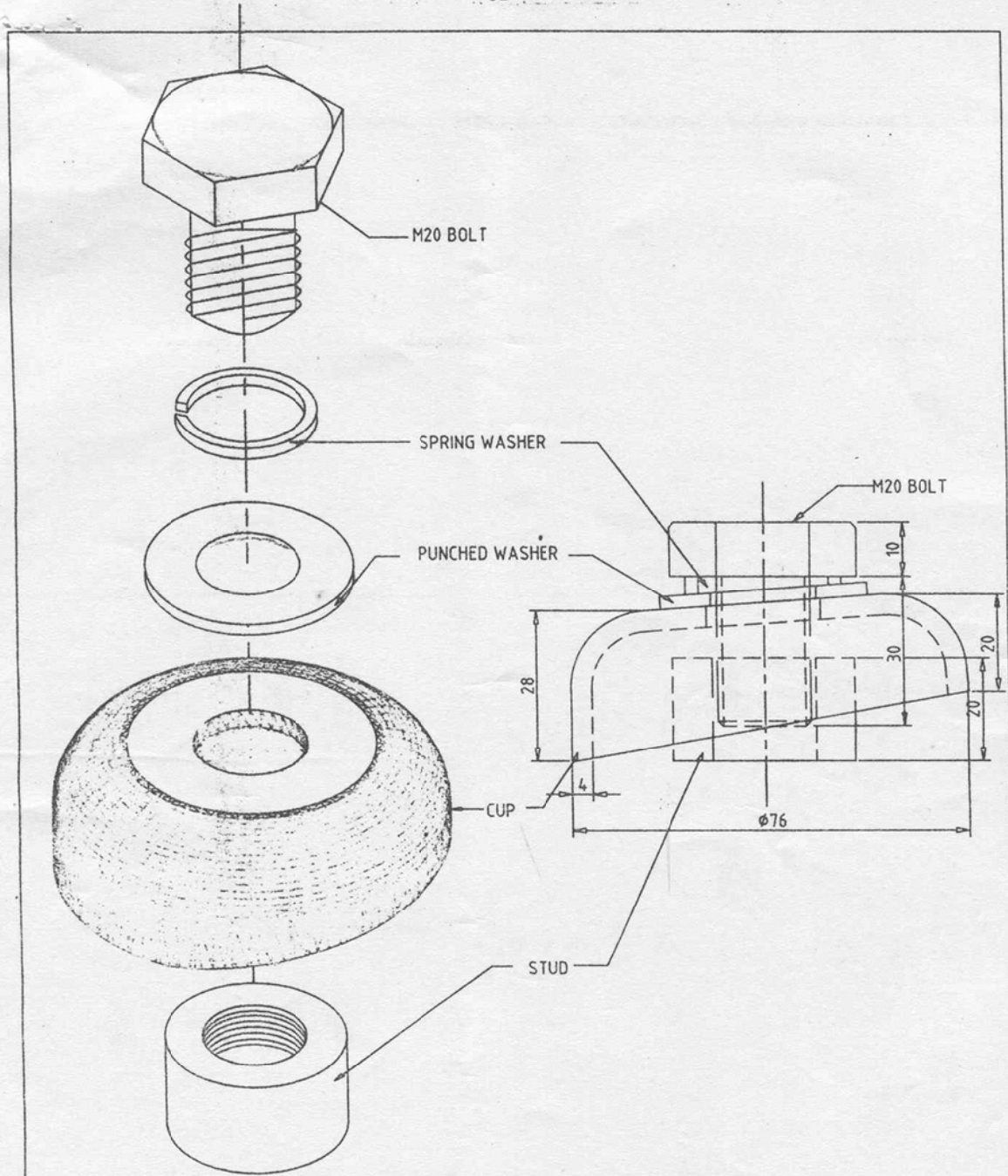


DRAWN	S.Selvamanickam				
DATE	18.03.13*				
	MACHINE:	TYPE:			REV.
	TITLE:	M&S-PD-13-125			
	WHEEL LOAD 30T&5T (FOR BHANDARA PROJECT)				

BHANDARA BAY 1,2,3,4,5,A&B

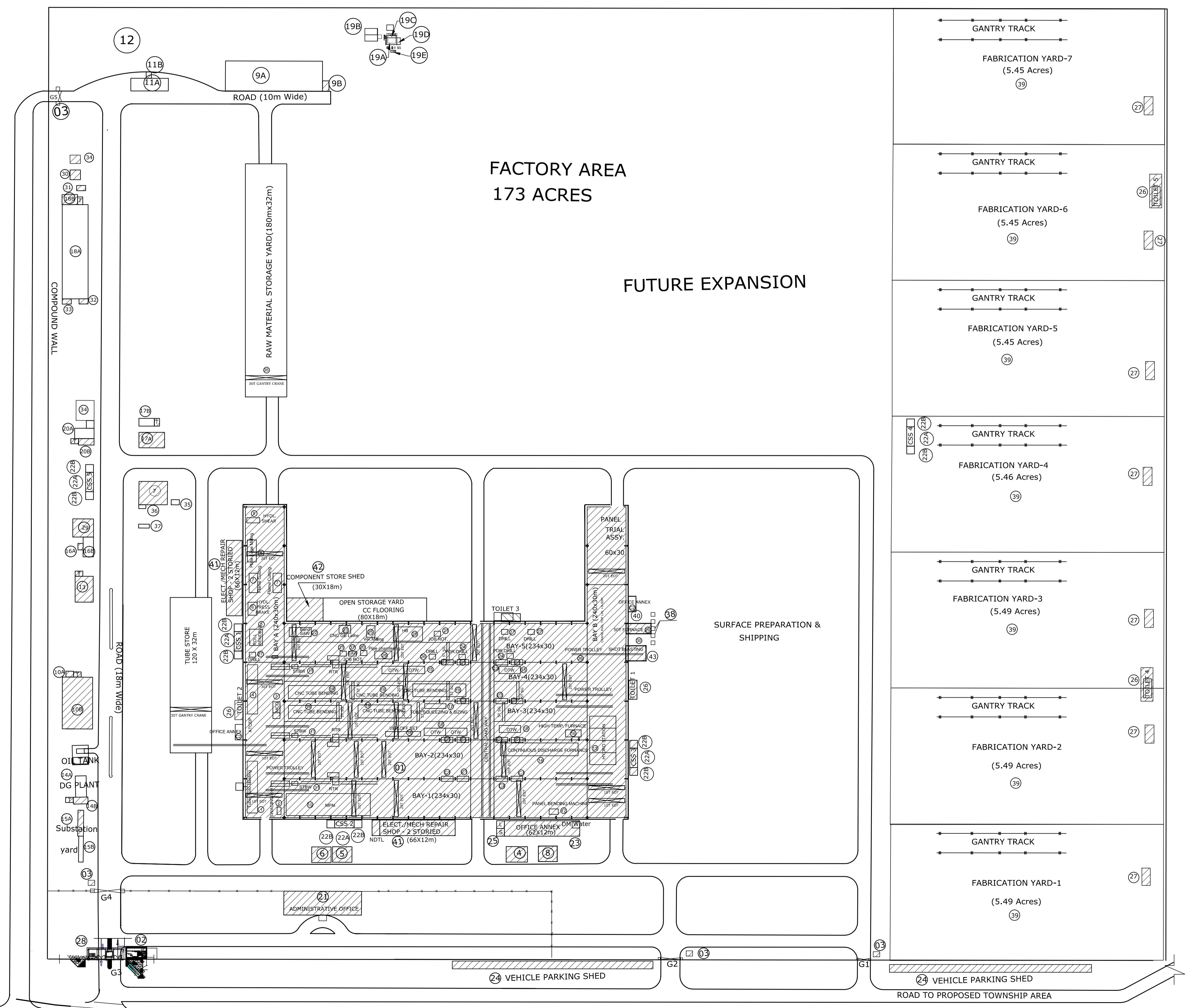


DRAWN	S. Selvamaniickam				
DATE	18.03.13				
MACHINE	E.O.T	TYPE:	28500		
	TITLE:			REV.	
	E. O. T. CLEARANCE DIAGRAM (FOR BHANDARA PROJECT)		M&S-PD-13-127		



UB-113864

		Bharat Heavy Electricals Ltd UNIT: HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620014 <small>SCALE</small>		DRN	NAME	SIGNATURE	DATE	NO. OF VAR
				CHD	K.GUNASEKARAN	<i>[Signature]</i>	04.04.01	
				APPD	A.ARULANANDHAM	<i>[Signature]</i>	5/4/2001	
DEPT CIVIL	GRADE OF UNTOL. DIM. C/M/F		WEIGHT (Kg)	REF TO ASSY / OLD DWG			ITEM NO	No OF ITEMS
CODE 2200				DRAWING NO : BHE:CP:04:39:2001				REV
TITLE DETAILS OF CUP TYPE RAIL CLAMP				CARD CODE U 01				

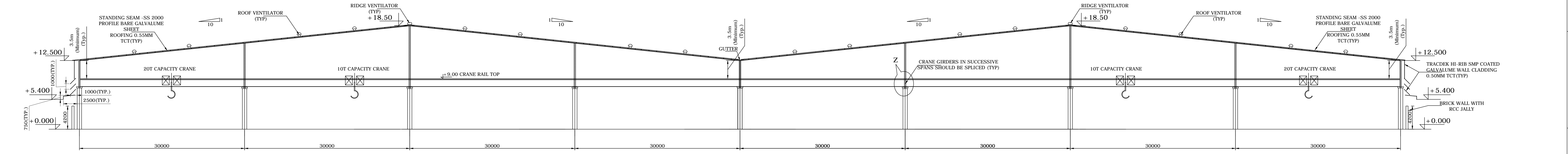


Sl.No	DETAILS	SIZE	NO OF STOREY
1)	Production Shop	49500 Sqm	
2)	Security Office	15MX5M	2
3)	Security Booth(4Nos)	5MX4M	1
4)	Fire Station	15MX12M	1
5)	Material Testing Lab	15MX12M	1
6)	Factory Medical Center	16.5MX12M	1
7)	Canteen	24MX18M	2
8)	Transport garage	15MX12M	1
9)	A. Scrap Disposal Yard	75MX24M	1
	B. Office room	8MX5M	1
10)	A. Stores office	15MX10M	1
	B. Covered Stores shed	40MX24M	-
11)	A. Weigh Bridge-60T	-	-
	B. Control room	5MX4M	1
12)	Water Tank-500 Cum-1	-	-
13)	Compressed Air Plant	20MX14M	1
14)	A. Diesel generator plant	30MX12M	1
	B. Control room	6MX4M	-
15)	A. Main Electrical Substation	20MX10M	2
	B. Transformer yard	20MX8M	-
16)	A. Liquid Oxygen Plant Control room	5MX4M	-
	B. Liquid Oxygen Plant yard	6MX10M	-
17)	A. Civil Office	20MX12M	-
	B. Civil stores shed	12MX6M	-
18)	A. LPG storage yard & vapouriser	75MX20M	-
	B. LPG Control room	12MX8M	1
19A)	Sewage Treatment plant aeration tank	7.5MX5M	-
19B)	Sewage Treatment plant collection sump	10MX10M	-
19C)	Sewage Treatment plant MBR tank	7.5MX1.5M	-
19D)	Sewage Treatment plant treated water tank	5MX2.5M	-
19E)	Sewage Treatment plant Holding tank & sludge drying bed	4.1MX1.8M	-
20)	A. Inflammable Stores yard	15MX8M	-
	B. Issue office	12MX5M	1
21)	Administrative block	60MX18M	2
22A)	Compact substation, 5 nos	15MX6M	1
22B)	Shed for compact sub station 5 nos	6MX6M	-
23)	Office Annexe	62MX12M	1
24)	Parking shed	156MX6M	2
25)	Ladies rest room/ Sanitation crew- 1 no	6MX6M	1
26)	Toilet- 6nos	12MX6M	1
27)	Control panel shed 7 nos	3MX4M	---
28)	Maingate structure with security bunk		
29)	Oxygen Filling station	16MX14M	1
30)	Fire Fighting Equip. shed	8MX7.5M	
31)	Motor control center shed	7MX4M	
32)	Compr. shed in LPG yard	7MX4M	
33)	Vaporiser shed in LPG yard	10.5MX4M	
34)	Cylinder storage shed	6MX6M	
35)	Canteen LPG Manifold shed	6.3MX4M	
36)	Canteen Vessel washing shed	6.3MX4M	
37)	Canteen boiler shop	9MX3M	
38)	LPG Manifolding Shed for shops - 5 Nos	3MX3M	
39)	Fabrication yard(7nos)	154914sqm	---
40)	Furnace shed	20MX8M	
41)	Electrical Mechanical repair shop-2 Nos	66M X12M	2
42)	Components stores shed	30MX 18M	---
43)	Shot blasting shed	15MX 10M	---

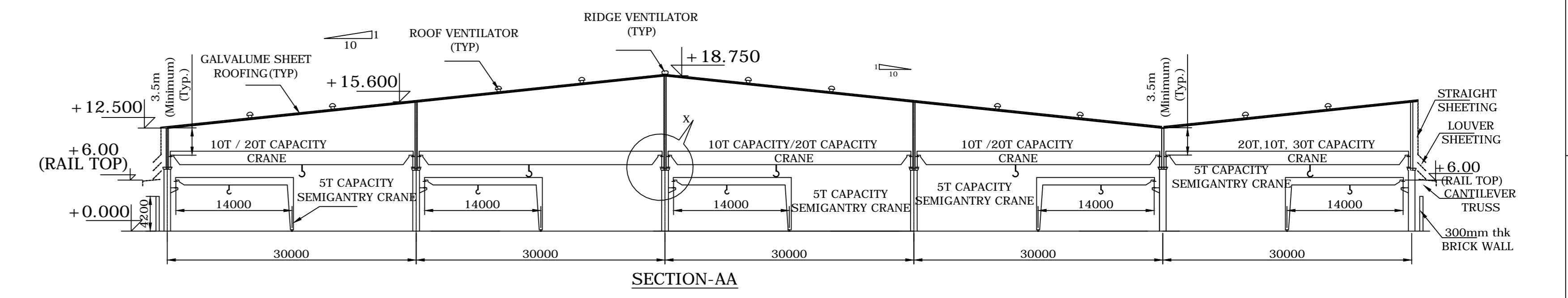
NOTES:
 ALL DIMENSIONS ARE IN METERS
 L- LADIES REST ROOM
 T- TOILETS
 S- SANITATION CREW
 G1, G2, G3, G4, G5 - GATES

TOTAL FACTORY AREA - 173.00 Acre (APPROX)

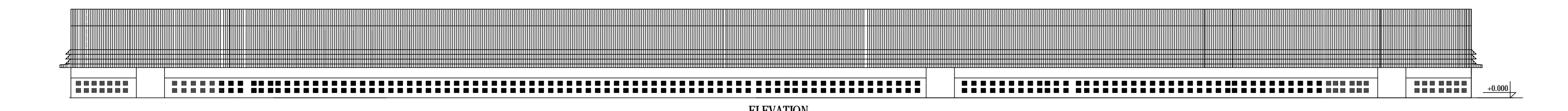
CAUTION: The information on this drawing is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used, copied or reproduced in any form without the written consent of the company.	TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT	POWER EQUIPMENT FABRICATION PLANT AT SAKOLI, BHANDARA DIST			
	BHARAT HEAVY ELECTRICALS LTD. UNIT: HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620014	NAME	SIGNATURE	DATE	NO. OF VARS
	DRINK CHD APPD K.G. MASEKARAN	TAMILIYER YOGA			
	DEPT: CIVIL CODE: 2200 GRADE OF UNTIL: DW C/M/F	NTS	WEIGHT (Kg)	REF TO ASSY / OLD DWG	ITEM NO. / NO. OF ITEMS
TITLE	LAYOUT OF PLANT				
CARD CODE	U 01	DRAWING NO :	1-TP-CEG-01050 00		



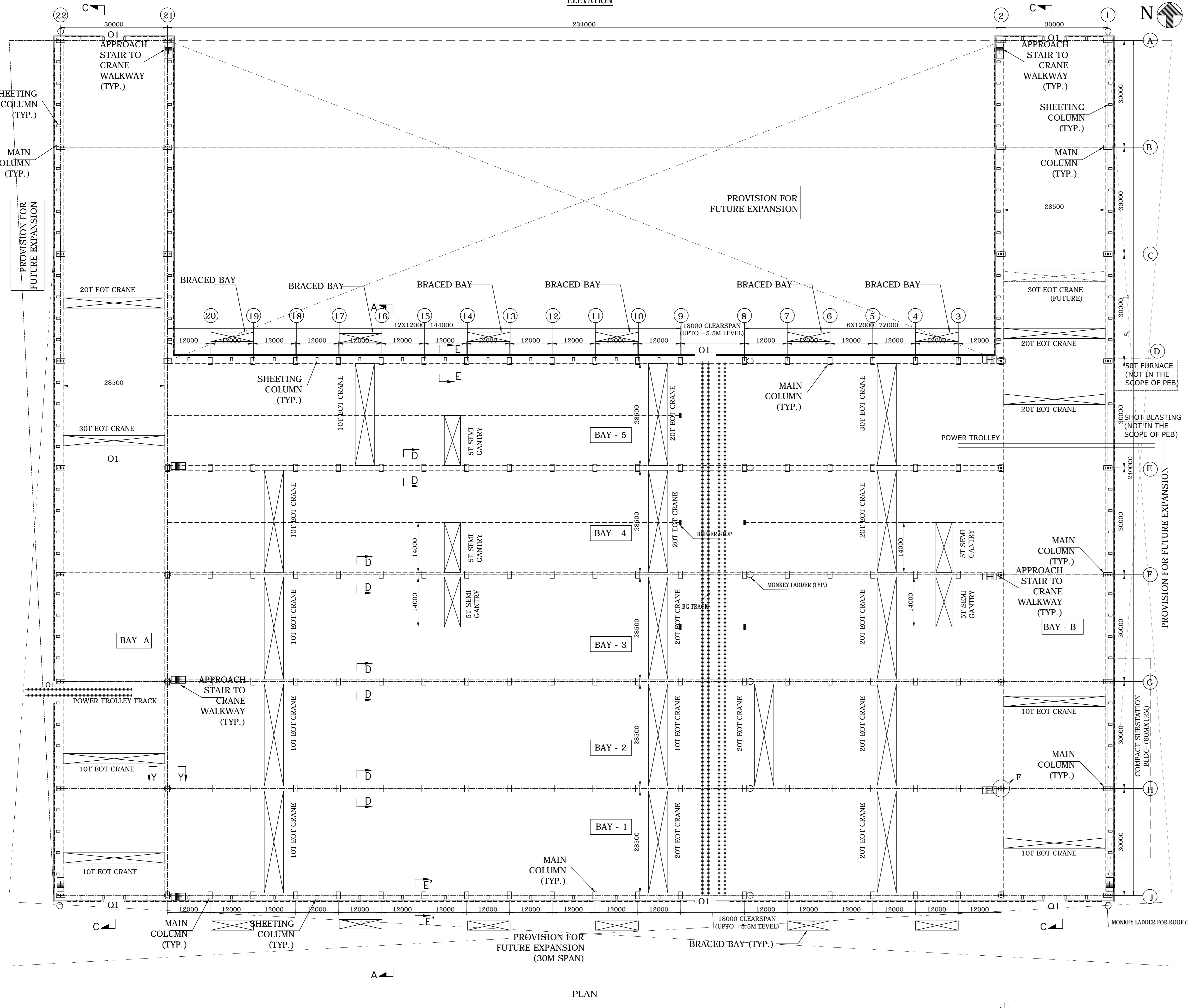
SECTION-CC



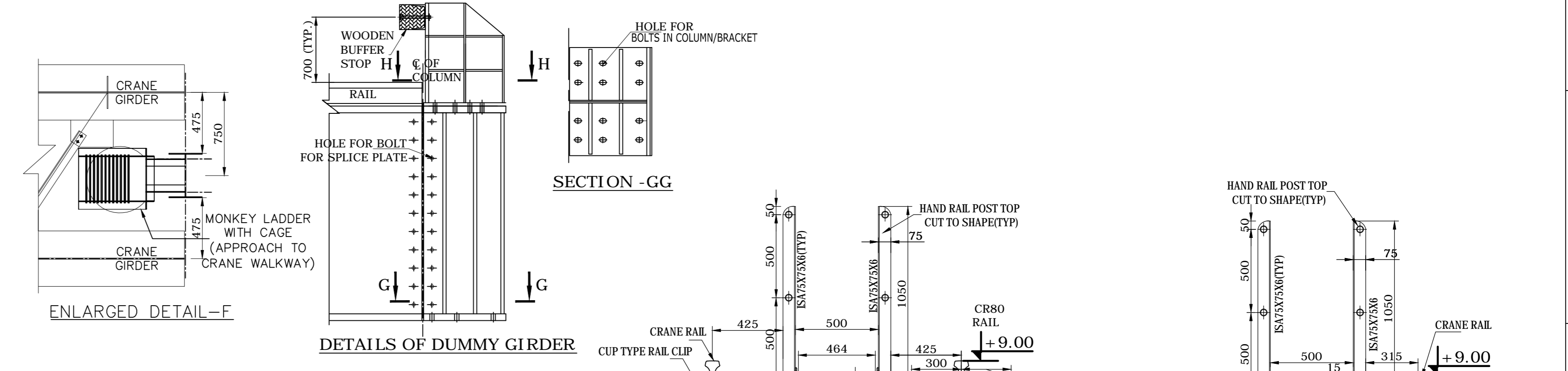
SECTION-AA



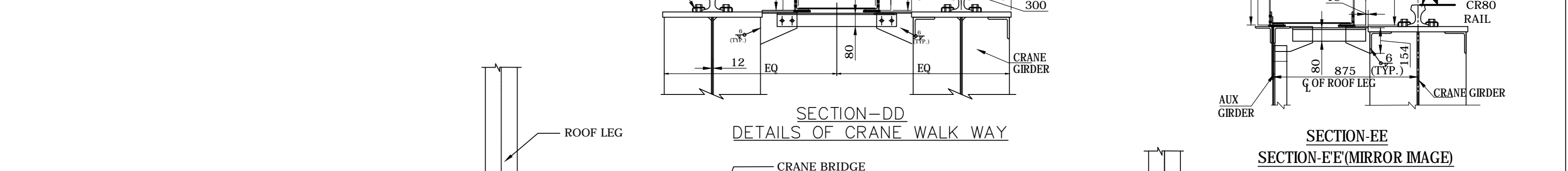
ELEVATION



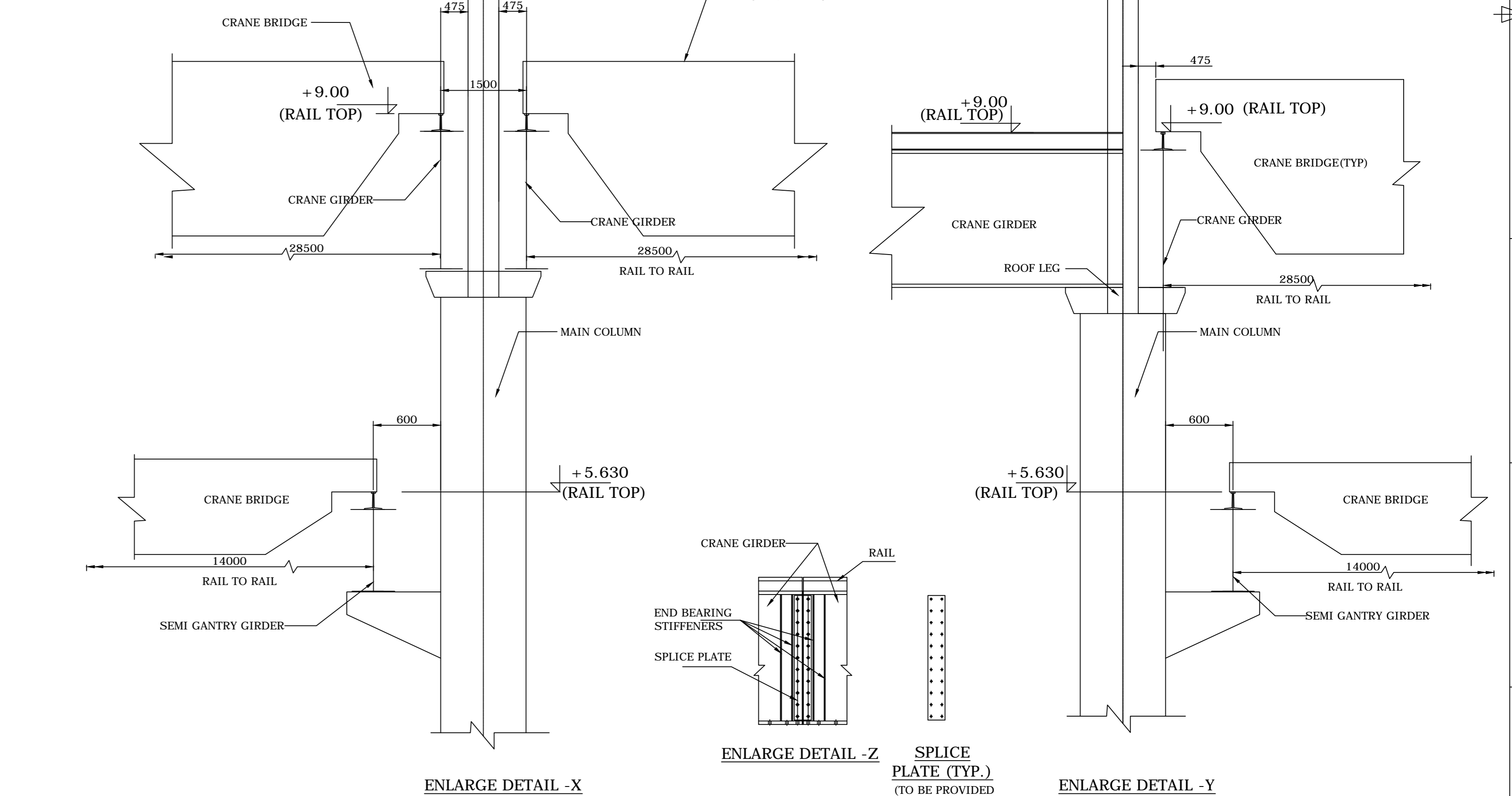
PLAN



DETAILS OF DUMMY GIRDER



DETAILS OF CRANE WALK WAY



S No	Description	Level (in m)			RAIL TO BE USED
		Bay A	Bay 1 to 5	Bay B	
1	Eaves Level of Portal	12.50	12.50	12.50	-
2	Crane Rail Top Level	9.00	9.00	9.00	ISCR80
3	Semigantry Crane rail Top Level	-	5.630	-	R45

NOTES:-

- 1) ALL DIMENSIONS ARE IN 'M' LEVELS ARE IN 'M'
- 2) DO NOT SCALE THE DRAWING. FOLLOW WRITTEN DIMENSIONS ONLY
- 3) ATLEAST 5% OF ROOF AREA IS TO BE COVERED USING POLYCARBONATE ROOF SHEETING FOR LIGHTING PURPOSE.
- 4) NECESSARY CUT OUT OPENINGS TO BE PROVIDED WHEREVER CHIMNEY IS TO BE PLACED
- 5) NECESSARY LIFE LINE ARRANGEMENT TO BE PROVIDED ON ROOF TOP FOR ITS MAINTENANCE.

LEGEND:-

01. OPENING: 600MM X 600MM
1. Turb Ventilators (900mm dia) - 160 Nos. (Total)
- Ridge ventilators (900mm throat) - Full length of the building ridge
- 6mm Thick MS valley gutters with 3 mm thick FRP coating
- Approach ladder to roof - 4 Nos.

TYPE OF PRODUCT: POWER EQUIPMENT FABRICATION PLANT AT SAKOLI, BHANDARA DIST. BLDG NO-01

UNIT: HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620014

Customer/Project: Bharat Heavy Electricals Ltd. T. Anuraj Yogga K. Ganasekaran

Scale: 1:10, 1:50, 1:50, 1:20, 1:50, 1:40, 1:20

Weight (kg):

Rev: 00

0-TP-CEG-01073