

Tender Document for the work of:

Obtaining Environmental clearance for gravel mining project for forming embankment for extension of railway line to new RMS yard in factory



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

NOTICE INVITING TENDERS

1. Tender Notice Number : BAP:CF: 12/2014-15 Dt.28.10.14
2. Name of work : **Obtaining Environmental clearance for gravel mining project for forming embankment for extension of railway line to new RMS yard in factory**
3. Completion Time : **As per schedule A**
4. Estimated Cost : Rs NA
5. Document cost : **Rs. Nil**
6. Earnest Money Deposit : Rs. Not applicable
7. Last Date & Time for receipt of Completed Tender. : **Before 3.00 P.M. on 08.12.2014.**
8. Date & Time of tender Opening:
 - Technical bid : **At 03.00 P.M. on 08.12.2014.**
9. Place of submission of Tender: : Office of Manager / Civil Township
BHEL, Ranipet 632406.
Vellore Dist. Tamil Nadu.
10. Period of Contract : 3 months

This tender document contains 31 pages including the following.

Part I :- Technical Bid from Page No.1 to 30 including General conditions of Contract, Special conditions of contract, drawings, Annexure A to G, Schedule A to D, etc

Part II :- Commercial Bid from Page No.1 of Bill of Quantities.

Tender should be submitted in a sealed cover consisting of two inner sealed covers such as i) Technical bid cover with requisite EMD & and all documentary evidence for meeting the qualifying requirements ii) Price bid cover (consisting of rate schedule only). The outer cover shall be super scribing the name of work, Tender Notice number , Due date of Opening.

Tenders without **EMD shall be summarily rejected.**

Note: **The tenderer shall return the duly filled in tender document after affixing signature on all the pages of the Tender Documents.**

Issued to :



1. Eligibility criteria:

1. Average annual financial turnover during the last 3 years ending 31st March 2014, should be at least 30% of the estimated cost.

AND

2. Experience of having successfully completed similar works during the last 7 years as on 30th November 2014 for Government Departments, Government Undertakings, reputed private sectors etc. should be any one of the following:

a. Three similar completed works costing not less than the amount equal to 40% of estimated cost.

OR

b. Two similar completed works costing not less than the amount equal to 50% of estimated cost.

OR

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Note:

1. Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
2. Similar work means liasoning with state government authorities for getting environmental clearance for mining works.



INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above said work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to Sr. Manager (Civil Township), Near Mukundarayapuram Railway Station, Bharat Heavy Electricals Limited, BAP, Ranipet 632 406, Vellore Dist. T.N. Fax 04172-242026 cell 9943977151 email vdinakar@bhelrpt.co.in
3. The full name and address of the tenderer, name of the work, Tender Notice No. and the date of tender opening should be super scribed on the cover.
4. The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office & residence), FAX / e-mail address, mobile no. etc..
5. All entries in the tender documents should be in same ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
6. Tenderers shall 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 the tender document including the drawings (wherever applicable) attached there to before submitting the tender.
7. Unit rates should be quoted in figures as well as in words in **Indian Currency only** (if applicable)– i.e., Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes & duties payable and including expenses towards PF and ESI contributions amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled in by the tenderers.
8. **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.**
9. The contractor shall not at any time do, cause or permit any nuisance on the site or do any thing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of the properties near the site and to the public generally.
10. Trees designated by the Engineer – in – charge shall be protected from damage during the course of the works and earth level within 1 metre of each such tree shall not be changed. Where necessary such trees shall be protected by providing temporary fencing.
11. **Discrepancy in words & figures – quoted in the price bid:**
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b).
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



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12. In quoting their rates, the tenderers are advised to take into account all factors including any **fluctuations** in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
13. **The rates to be quoted shall be firm** and shall inclusive of all applicable statutory levies arising from Central/State legislature and rules and regulations framed there under prevailing at the date 7 days prior to the last date of bid submission. Any variation in the existing statute or by introduction of new Tax and duties applicable to the above work will be to the account of BHEL at actual against the documentary evidence.
14. (a) **The tender for the works shall remain open for acceptance for a period of “THREE MONTHS” from the date of opening of tender.**

(b) Tenderer shall not increase their quoted rates, once the tender has been opened and during execution of the contract in case his/their tender is accepted.
15. **Quantities shown in the attached schedule are only tentative and approximate** and are liable for variation without entitling the contractors to any compensation, provided the total value of the contract does not vary by more than 20% (twenty percent).
16. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
17. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

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 discovered and shall make no subsequent claim on account thereof.
18. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
19. Every tender must be accompanied by Demand Draft / Pay order for the amount mentioned as Earnest Money. This Earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work.
20. **The Earnest Money Deposit shall be submitted along with Technical bid only and may be furnished in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, RANIPET payable at Ranipet), Vellore Dist. T.N.**
21. **Where as a result of forfeiture of the Earnest money for a particular work from the standing Earnest Money Deposit, the Standing Earnest Money Deposit of the contract is correspondingly reduced and until the said deficit shall have been made good in full by the contractor, the benefit of tendering under the Standing Earnest Money Deposit Scheme shall not be available to the contractor.**
22. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.



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23. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of 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.
24. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiate for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders by which time a final decision on the award of work will be made. Once the contract is awarded to successful tenderer the rates quoted in the tender as accepted shall be valid and binding on him till the work is completed in all respects and final bill is paid.
25. 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 for rejection.
26. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
27. Conditional and unsigned tenders, **tenders containing absurd rates and amounts**, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
28. Where the tender called for covers only the building work proper and excludes internal services such as sanitary and water supply installation, electrification etc. the building contractor will have to leave pockets, chases, 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.
29. Where the tender schedule contains special items of work such as special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc. it will be entirely at the discretion of the Head of Civil Engineering department to allot these items of work to other contractors specialized in these works. In such cases the main building contractor will have to render the necessary co-operation to the other agencies involved so as to ensure smooth progress of all works.

30. Documents to be submitted :

The contractors who are not on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.

- i) List of similar works executed by the company since last seven years..
 - ii) Copy of latest audited Profit & Loss Accounts and Balance sheet. (Ref. Eligibility criteria).
 - iii) PAN number.
 - iv) Name of the Banker, address and Account Number.
 - v) Sales Tax & Service Tax Registration Certificates.
 - vi) PF & ESI Registration Certificate.
31. 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) Name of work, value and address.
 - b) The balance work remaining to be done on the same.

32. Tenders shall be received up to 15.00 Hours on the said due date and the technical bid will be opened on the same day at 15.00 Hours. Tenders received after 15.00 Hours would not be opened. The times indicated are Indian Standard Time (IST).



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Tenders submitted by post should be sent in "Registered post with ack. Due / Speed post". 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.

If a tenderer submits only one envelope / cover containing all the bids or combined bids e.g. techno-commercial bid & price bid together, the bid is liable for rejection. The decision to accept such bids shall be at the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.

33. The contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of Letter of Indent.
34. If a tenderer expires after the submission of the tender or after the acceptance of the tender, BHEL may, at their discretion, cancel such tender.
35. If a partner of the firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
36. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
37. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
38. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
39. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
40. The expenses for completing the stamping of the agreement shall be paid by the contractor.
41. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
42. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of contractors any of its share holder's relative is employed in a Gazetted Capacity in the Boiler Auxiliaries Plant, Bharat Heavy Electricals Limited, Ranipet 632 406, 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 a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
43. These 'INSTRUCTIONS TO TENDERER'S & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 22, 40 & 60 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at **Annexure B**.
44. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner.



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45. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
- i) If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
 - ii) If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authorities through the Principal Employer.
 - iii) If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL.

46. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do so, by any Government Agencies like ESI, PF, VIGILANCE etc..

47. TERMS OF PAYMENT:

The Terms of payment will be as per the Terms & Conditions enclosed.

48. EXTRA ITEMS / DEVIATED ITEMS:

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis indicated under **clause 52 of BHEL GCC.**

49. SECURITY DEPOSIT :(Chapter–III clause 18. (18.1.1 to 18.1.5) Page Nos. 12 & 13 of General Conditions of Contract booklet deleted & Revised below)

a) The rate of Security Deposit (SD) will be as below:

- Up to Rs. 10 lakhs: 10%
- Above 10 lakhs up to 50 lakhs: Rs. 1.lakh + 7.5% of amount exceeding Rs. 10 lakhs.
- Above 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.

b) The 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. The Bank Guarantee format should have the approval of BHEL.



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- 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 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 can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against Serial No.4 & 6 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.)

50. Loading factor for non-acceptance of compensation for delay clause:

Offers which deviate from this clause, will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting lesser percentage of compensation for delay clause. Example: If the tenderer has accepted for maximum 5% compensation for delay clause, then balance 5% will be loaded for evaluating lowest bidder.

51. Benefits to Micro, Small & Medium Enterprises (MSE) :

MSME suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – 1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bdi at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.



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APPENDIX – IV

Certified by Chartered Accountant on letter head

This is certify that M/s
(hereinafter referred to as ‘company’) having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (part–II) dtd :.....
Category:.....(Micro/Small)).(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date as per MSMED Act 2006 is as follows:

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

The above investment of Rs..... Lakhs is within permissible limit of
Rs..... Lakhs for Micro/Small (**Strike off
which is not applicable**) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant



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ANNEXURE: B

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/additions/deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.



CLAUSE 22 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer – in – charge. The contractor shall not employ, in connection with the works, any person who has not completed eighteen years of age.

The Contractor shall pay to labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him, either directly or through sub-contractors, comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employee's contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees' State Insurance Act, 1948" as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

The Contractor shall be liable to his contribution and the employees contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made a from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall



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defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall, at his own expense, comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time, for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost there from the contractor.

SAFETY CODE

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT,
MATERIAL AND ENVIRONMENT**

1. Before commencing the work, the contractor is required to submit a "SAFETY PLAN" to the authorized BHEL official. The 'safety plan' shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the safety plan. The contractor shall abide by BHEL's decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss to human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (i) Safety helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521:1983
 - (iii) Safety Shoes conforming to IS-1989:1978.
 - (iv) Eye and Face protection devices conforming to IS-8520:1977. and IS-8940:1978.
 - (v) Hand and body protection devices conforming to
 - (1) IS-2573:1975 (2) IS-6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All the electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out the all types of electrical



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works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction sites” issued by the safety department of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred “Code for Fire Safety at Construction sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store Petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified), appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s. cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions, shall be borne by the contractor.

In case of fatal or disabling injury/accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation, to the satisfaction of BHEL, after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor, after giving a notice of not less than seven days, indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible office to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If the Safety record of the contractor is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.



Terms & Conditions

01. The contract period is as per Annexure "A".
02. The offer shall be submitted in two parts
 - a) Technical and Commercial Bid with EMD.
 - b) Price Bid
03. The technical bid shall cover all the technical details like
 - (i) The Experience of the contractor i.e., the eligibility criteria of the tenderer shall be as specified in the tender notice.
 - (ii) The list of technical personnel in their organization with their qualification & experience in the field.
 - (iii) The infrastructure available with them
 - (iv) The certificates received from the Government/ reputed organizations for having taken up similar work of equivalent value.
 - (v) The list of clients with their addresses, contact persons.
 - (vi) The list of works being done at present with the details of Contact persons and addresses.
 - (vii) The EMD in the form of DD shall be drawn in favour of "Bharat Heavy Electricals Limited, Ranipet 632 406 payable at SBI. M.R. puram (Code – 07013) Ranipet, Vellore Dist. T.N.
 - (viii) EMD shall be enclosed along with Technical Bid only.
 - (ix) The details of the tenderer's office with full address, Phone No. FAX No., Mobile No. shall be specified on the Tender document cover. If the tenderer gives wrong information, then the EMD submitted by the tenderer will be forfeited.
04. Prices shall be quoted in the price schedule as per the **BOQ**
05. The contractor shall comply with all statutory regulations like ESI, PF Contract Labour License (if applicable), Minimum Wages Act etc.,
06. The rate quoted shall include the wages payable to the employees, Statutory charges like ESI, PF, Bonus, Holiday & EL wages, safety appliances etc., While quoting the rate, the contractor shall take into account, the implication of probable revision in the minimum wages also.
07. The contractor shall issue necessary safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves, Masks etc., to their workers for safe operation.



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08. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
09. The tenderer shall fill up the questionnaire as per **Annexure – 2** and enclose along with Technical bid.
10. The minimum wages shall be as per Tamil Nadu Minimum wages Act:

Please note that the minimum wages are normally revised by the authorities from every year April month.

If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.



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SPECIAL CONDITIONS

Scope of work:

1. Preparation and submission of application in Form 1 as per Appendix 1 under Notification 2006.
2. Preparation and submission of 'Pre feasibility report' of the project.
3. 'Mining plan' approved by the authorized agency of the State Government.
4. Getting the approval for Gravel Mining from State Environmental Impact Assessment Authority.

Completion schedule:

The contractor is required to commence the work within 7 days from the date of issue of LOI, failing which the contract is liable to be cancelled and EMD / SD shall be forfeited.

PROJECT INFORMATION

BHEL Factory is located in the Chennai – Chittoor – Bangalore National highway which is 12 KM away from Walajah, 8 KM away from Muthukadai & 12 KM from Arcot.

Note:

Bidders are requested to visit site and verify themselves about the actual lead and assess the site condition before quoting for the job. No compensation for not acquainting themselves with the actual site conditions will be entertained at the later stage.



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**WORKS CONTRACT – VARIOUS STATUTORY REQUIREMENTS – SPECIAL
CONDITIONS**

All the works contract in BHEL, will be governed by the following statutory regulations.

The rate indicated in the schedule excludes PF & ESI etc.

Since with effect from 01.11.1990 Provident Fund become applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. The contractor has to remit the PF dues of the workers before the submission of the running account bill.

Contractors are required to possess PF and ESI account with the code numbers allotted to them by the appropriate authorities at Vellore / Ranipet. They all comply with all the statutory requirements including minimum wages declared by BHEL. On award of contract they shall obtain necessary license under contract Labour Regulation and Abolition Act and comply with the provision of the said Act.

The lists of number of employees who are to be engaged with details of their names, age, father’s name, etc. and their daily attendance have to be maintained by the contractor.

The contractor has to ensure payment of the statutorily prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.

Similarly the contractor should cover all his workers (including that of subcontractor’s workers) under ESI scheme. The contractor shall be asked to furnish along with the bill each month details in the following format for having effected payment of both deduction / contribution towards PF/ESI to the concerned statutory authorities.

Details of workers employed by the contractor for the month of

Sl. No.	Name of the contractor worker	No. of days worked	Amount of PF deducted	Amount of ESI deducted	Amount of payment of PF to authorities	Voucher ref. (Copy attached)	Amount of ESI contribution paid	Amount of ESI contribution paid	Voucher ref. (Copy attached)

The tenderer has to furnish proper returns to the concerned statutory authorities.

The tenderer has to ensure that all the required information in the tender is to be furnished, failing which BHEL reserves the right to reject the offer.

The contractor has to submit Sales Tax Registration No. irrespective of their liability, if any.

The final payment will be released only on production of clearance certificate from PF,ESI and Assessment orders from the Commercial Tax authorities concerned.

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SCHEDULE – A LIST OF WORKS AND PRICES

Details and quantities of each item shown in the bill of quantities here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion 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 attached hereto.

Sl.No.	Description of work/supply	Total amount of work/supply (in figures and words)	Period of Completion
1	Obtaining Environmental clearance for gravel mining project for forming embankment for extension of railway line to new RMS yard in factory	As per BOQ	3 months



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**BILL OF QUANTITIES
ANNEXURE TO SCHEDULE – A**

NAME OF WORK: Obtaining Environmental clearance for gravel mining project for forming embankment for extension of railway line to new RMS yard in factory

SL.NO.	APPROXIMATE QUANTITY	DESCRIPTION OF WORK	SPECIFICATION	RATE (both in figures and words)	UNIT	AMOUNT
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As per separate sheets attached



SCHEDULE – B
ISSUE OF STORES TO THE CONTRACTOR

1. The following materials will be issued to the contractor at BHEL stores/stock yard.

SL.NO.	DESCRIPTION	PLACE OF	ISSUE RATE
1	Cement	BHEL Stores or Stock Yard	No free issue
2	MS Reinforcement rods cold twisted deformed rods	BHEL Stores or Stock Yard	No free issue
3	Structural Steel	BHEL stores or stock yard	No free issue
4	Non - A.C Sheet	BHEL stores or stock yard	No free issue

2. It will be the responsibility of the contractor to submit his indents for the above stores in writing at least SEVEN days in advance of the actual requirements

3. Issue of stores is subject to their availability at the place of issue noted above. Items of stores to be issued by BHEL, which are not available at the time of indenting by the contractor, may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim or compensation for delay in the supply of stores by BHEL under any circumstances.

4. The material will be issued only during the working hours of the BHEL stores department.

5. The contractor shall from time to time, render proper account of all materials issued to him by BHEL. If he fails to do, no further issue of materials will be made to him and he will be responsible for any delay in the execution of the work, which may occur on this account.

6. All surplus materials in good condition, which are not returned to the BHEL Stores and quantities of materials consumed in excess of max. permissible limit as fixed by BHEL shall be charged for at punitive rates, which will be 100% higher than the recovery rates.

7. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the contractor.

8. The Structural and reinforcement steel will be issued at free of cost at BHEL stores, Recovery for the excess consumption up to 5% over and above theoretical consumption will be recovered as stated in the special condition. Beyond 5% punitive rate shall be charged, which will be 100% higher than the recovery rate specified above.

9. The decision of the accepting officer/Engineer-in-charge as the case may be as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final, conclusive and binding on the contractor.



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SCHEDULE – C

LIST OF TOOLS AND PLANTS TO BE ISSUED ON HIRE TO CONTRACTOR

SL.NO.	QUANTITY	PARTICULARS	HIRE CHARGES		PLACE OF ISSUE	REMARKS
			PER UNIT	PER DAY OF 8 HOURS		

-NIL -

- a. Machinery shall not be worked overtime without the written permission of the Engineer-in-charge and cost of liability of the same will be contractor's.
- b. All coolies, waterman, etc., required in addition to BHEL crew mentioned in Column 4 above shall be arranged for by the contractor at his own expense.



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ANNEXURE - 2

Questionnaire should be answered by the tenderer by ticking the suitable boxes. Non filling up and signing liable for rejection at the discretion of the BHEL

Sl.No.	Description	Yes	No
01	Whether the tenderer has understood the scope of work and agrees to deploy manpower as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive-in-charge, before submitting the offer.)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet). No deviation certificate furnished.		
03	Whether the tenderer has their own code for ESI & PF. A copy of the certificate enclosed.		
04	Whether the tenderer has enclosed copy of the present Service/ Sales/ Works contract sales Tax registration certificates. If a vendor is exempted from the registration under Service/Sales Tax, the documentary evidence is attached.		
04a	Under which Service Head(s):		
04b	Service Tax @ % is applicable as extra for this tender.		
04c	Whether Input credit for the Materials is availed by the tenderer.		
04d	Whether Input credit for the service portion is availed by the tenderer.		
05	Whether the vendor/Contractor is availing service Tax credit/VAT Credit on inputs.		
06	Whether the vendor will submit VAT/Service Tax invoice as per the existing ACT and the rules their under.		
07	Whether the PAN Number of the vendor is furnished. If exempted from IT, the exemption certificate shall be enclosed.		
08	Whether the tenderer agrees to keep the validity of their offer for three months from the date of opening of bid.		
09	Whether the tenderer agrees for the payment terms BHEL.		
10	Whether the tenderer submitted EMD along with technical bid. (If not enclosed , the tender will not be considered.)		
11	Whether the tenderer has agreed to submit Security Deposit after conversion of EMD before start of the work		
12	Whether the tenderer has enclosed the list of their clients with addresses & contact persons.		
13	Whether the tenderer has enclosed the certificates/ evidence of Government/ Reputed organization for the similar work done to their clients.		
14	Whether the tenderer has enclosed the list of similar works Carried out with supporting documents		
15	Whether the includibility / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, BHEL WILL CHOOSE TO ASSUME THE RATES ARE INCLUSIVE ONLY.		



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16	All payments will be made through e-payment only for which required certificate to be submitted along with tender as per the enclosed format.		
17	Whether the tenderer has enclosed the list of technical personnel , their qualification & experience who will be deployed for this work.		
18	Whether the tenderer has indicated the address of their local office in Ranipet along with phone no. & fax no.		
19	Whether the tenderer has enclosed the certificate to establish that the tenderer is an independent contractor working on his own.		
20	Whether the tenderer agreed for the period of completion mentioned in schedule A		
21	Whether the tenderer agreed for the compensation for delay as specified in clause 43 of General Conditions of Contract.		

Note: If any of the question is not applicable, please mention as "N. A."



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AUTHORITY TO TENDER

Tender Notice No.: **BAP:CF: 12/2014-15 Dt. 28.10.14** Office of the Deputy General Manager
(Civil Projects & Services),
Bharat Heavy Electricals
Limited, Ranipet 632 406

Tender Schedule No. :
Percentage rate tender for works required in BHEL – Ranipet. Messers / Mr.
.....of.....are / is
hereby authorized to tender for the above work. The tender is to be delivered at the Office of the Senior
Manager Civil Township by 15:00 hours on 06.12.2014 addressed to the Office of the Dy. General
Manager (Civil Projects & Services) Bharat Heavy Electricity, Ranipet – 632 406 subscribed “tender” for
the work of **Obtaining Environmental clearance for gravel mining project for forming
embankment for extension of railway line to new RMS yard in factory**

Any correspondence concerning this Tender should be addressed as indicated above quoting the Tender
Notice and Schedule Nos. and other relevant particulars.

Bharat Heavy Electricals Limited do not Bind Themselves to Accept the Lowest or any tender. Further
Bharat Heavy Electricals Limited reserves the right to reject any or all the Tender Received or Accept any
Tender or Part Thereof without Assigning any Reason there of.

Signature of the Officer,
Issuing the documents



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant,
Ranipet –632 406

TENDER

To.

The Bharat Heavy Electricals Limited,

Boiler Auxiliaries Plant,

Ranipet 632 406.

I/We hereby offer to carry out the work of Obtaining **Environmental clearance for gravel mining project for forming embankment for extension of railway line to new RMS yard in factory**

1. I/We have carefully perused the following documents connected with the above noted work and agree to abide by the same.
2. Specifications (General & particular)
3. Drawings.
4. Schedule 'A','B','C','D','E' and Bill of Quantities attached hereto.
5. BHEL General & Special conditions of contract. Tender Notice, **Annexures** and Instruction to Tenderers attached hereto,.

I/We forward herewith the sum of Rs. 0.00/- as Earnest Money which shall be refunded **if this tender is unsuccessful.** I/We further agree to deposit such sum which along with the sum of Rs.15000.00/- mentioned above shall make up the full Security Deposit for this work as provided for under condition 18 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 and conditions contained or referred to therein and as detailed in schedule 'A' and Bill of Quantities annexed thereto and to carry out such deviations as may be ordered vide condition 6 of the BHEL General Conditions of Contract up to a **maximum of 20%** of tendered amount.

I/We further agree to refer all disputes, as required by condition 60 of the said General Conditions of Contract, to the Sole Arbitration of an Officer, to be appointed by the General Manager, BHEL, in his sole discretion, whose decision shall be final and binding on both the parties.

Witness:

Signature of the Tenderer,

1.

Date:

2.

Accepting officer

CERIFICATE OF NO DEVIATION

CONTRACTOR

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I / We of M/s

Hereby certify that there is no deviation from the tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date:

Signature of the tenderer

**Obtaining Environmental clearance for gravel mining project for forming
embankment for extension of railway line to new RMS yard in factory**

Service Tax

The Bidder shall not include Service Tax in their quoted rates but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure service not involving any supply of materials by Contractor.

Bidders have to quote the applicable service tax payable in the price bid format included in the bid document, which shall be considered for evaluation and considered for reimbursement against original service tax invoice. Service tax paid certificate and copy of service tax challan to successful bidders.

The applicable Service Tax is _____% (tenderer has to quote this percentage at the time of submission).

BHEL : BAP : Ranipet				
Civil Projects & Services				
Name of work: Environmental clearance for gravel mining project for Embankment formation for extension of railway line to new RMS yard in Factory				
Sl. No.	Description of work	Unit	Rate	Amount
1	<p>The scope involves: Preparation and submission of application in Form 1 and preparation of all relevant documents of Form I, pre-feasibility report, Mining plan approved by the authorised agency of the State Government and getting the approval for Gravel mining from State Environmental Impact Assesment Authority etc., complete. The Mining plan shall be prepared by 'Recognised Qualified person' and copy to be enclosed.</p>			
		Lum Sum		
	Service Tax @ 12.36%			
	Grand Total			
	<p>Note: 1. The scope of work is as follows: a) Preparation and submission of application in form I As per Appendix - I under EIA notification 2006. b) Preparation and submission of Pre-feasibility report of the project. c) Mining Plan approved by the authorised agency of the State Government. d) Getting the approval for gravel mining from SEIAA. e) Submission of approved mining plan prepared by 'Recognised qualified person'. f) Any other requirement as per NABET which has not been mentioned in the scope.</p>			