

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

TENDER DOCUMENT (PRICE BID)

Name of work	: Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.
Value of work	: Rs. 45.75 Lakh + Applicable Service Tax
Tender Notice No.	: TN No CF:TN:001/15-16
Tender Schedule No.	: TS No CF:TS:001/15-16
Period of Contract	: 2 Months
Issued to	:

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

CIVIL ENGINEERING DEPARTMENT (FACTORY)

PREAMBLE

01. The scope of work includes **Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108 & BLDG1 at BHEL Trichy.**
02. The tender value excludes cost of cement, reinforcement steel & structural steel which will be supplied by BHEL at Stores at free of cost.
03. Time is the essence of the contract. Being a time bound CSR scheme with works, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **2 months**, the school building works shall be completed progressively and handed over as per agreed split up schedule.
04. The tenderers are advised to visit BHEL Factory at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
05. The following eligibility criteria shall be complied to fulfill the Qualification Bid:-
 1. **Separate Registration for EPF, ESI, PAN & Service Tax, IT returns acknowledged by IT Office, Profit & Loss Account and Balance Sheet certified by the auditor for the last three financial years (2011-12,12-13, &13-14)**
 2. **Average annual turnover of similar works in the last 3 financial years(2011-12,12-13, &13-14)shall be atleast for a value of (Rs. 13.73 L)**
 3. **During last seven (01.04.2008 to 31.03.2015) should have successfully completed works either Three similar works not less than (Rs. 18.30L)**
Or
Two similar works not less than (Rs. 22.88 L)
Or
One similar work not less than (Rs. 36.60 L)
 4. **Latest Solvency certificate (obtained within last 6 months) from Nationalised /Scheduled Bank shall be at least for a value of (Rs.18.30L)**
06. 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
07. Dissimilar / irrelevant works will not be considered for eligibility criteria.

Similar work means civil works like construction of RCC/Masonry buildings (Residential or Non residential), foundation works etc
09. Documentary evidences (Xerox copies - attested) for turnover, works experience, P.F, ESI & Service Tax registration etc., all as indicated & required in the tender document should be furnished without which it will not be taken into account.

10. The value of turnover and the value of similar works mentioned above excludes cost of cement, reinforcement steel and structural steel. However if the turnover value furnished by the tenderer includes the above materials, then the tenderer has to furnish the cost of the same separately. If it is not furnished, the materials cost will be presumed as follows: -
- | | |
|---|--------|
| Civil & structural works combined | - 50 % |
| Civil works alone | - 35 % |
| Structural works including cloaking items | - 70 % |
| Other minor maintenance works | - 20 % |
10. The norms for qualification with prescribed score is attached in the Qualification Bid Document. Evaluation will be done accordingly. Minimum score required for qualification is 60.
11. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 20% (twenty percentage).
12. Quoted rate shall be firm throughout the contract period of **2 months** and extended contract period also if any, and no cost escalation is allowed on any account.
13. The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include applicable service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the payment challan as a documentary proof of having paid the applicable 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. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 12 months from the date of invoice. Hence the service tax should be claimed by the contractor within specified period of time from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**
14. **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.
15. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
16. The contractor should submit the mix design for RCC for different mix of concrete for different grade of cement at his cost through reputed institution.
17. The contractor should use only weigh batch for all reinforced cement concrete works (controlled concrete).
18. 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.

19. The work shall be carried out as per drawings released then and there, Civil Engineering Department Work & Safety procedure, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge. The brief description of items of work is given in the bill of quantities provided in the Price Bid. **Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided in the Price Bid. (From page No. 18 To 20).**
20. 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.
21. **After award of work the contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Price Bid. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the commencement of work.**
22. Bank Guarantee format for security deposit is enclosed in qualification bid to be used by the successful tenderer. The bank guarantee bond(BG) is to be submitted by the successful tenderer on non judicial stamp paper of Rs100/- and should be only from any one of the banks as per the list of consortium banks in India enclosed in the qualification bid.
23. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**
- The labourers engaged in this contract shall be paid additional payment as mentioned below in addition to the payment of Minimum wages as stated above.**
- | | |
|--------------------------------|--------------------|
| a) Unskilled Worker | Rs. 3200 per month |
| b) Semi-skilled Worker | Rs. 3700 per month |
| c) Skilled Worker / Supervisor | Rs. 4100 per month |
- Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.**
- The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.**
- At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.11). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.**
24. The contractor should bring the construction earth moving machineries like Poclain, Paver, Road Roller, JCB etc., as and when required for the work without any delay. Also required number of the following tools & Plants / instruments shall be made available always at site for the works.
- i. Inter carting vehicle (tractor, hand trolley etc)
 - ii. Hydra cranes
 - iii. Power operated winches
 - iv. Mobile / Hydraulic crane
 - v. Welding machine etc.
25. The contractor has to arrange sufficient number of lorries to collect & transport the surplus earth, construction debris generated, etc. at site. Otherwise BHEL would clear the debris at the contractor's risk and cost.

26. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation till the contract value does not vary more than 20%.
27. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot. The contract should arrange for surveying construction site at his own cost.
28. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill.
29. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
30. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
31. The contractor shall strictly adhere to various labour laws in force.
32. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
33. The contractor should submit the program for the completion of work and the list of machineries and site personnel to be deployed for the work along with tender.
34. The contractor should establish his own site office, fabrication yard, handling facility, storage facility to stock about 100 MT of cement etc., for which **if available** vacant land will be allotted on specific request for which the rent will not be collected.
35. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:

Planning Engineer and co-ordinator	-	1 No.
Qualified Surveyor	-	1 No.
Civil Engineer (Graduate in Civil Engineering)	-	1No.
Supervisor/Engineer (Diploma Holder)	-	1No..

In addition to the above, Quantity surveyors have to be engaged to prepare measurements and submit the bills.
36. Adequate number of Quality Engineer and qualified Safety Engineer should be deployed at site. Experienced Engineers / Supervisors are to be engaged in Railway and water supply works.
37. To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
38. The tenderer has to deploy adequate labour of required categories such as Unskilled, Skilled, Mason, Carpenter, Plumber, Welder, Fitter, Mistry, Technically experienced, etc. so as to execute the works simultaneously in all areas of work. The Technical persons with experience shall have to produce valid certificate for verification.
39. Expertisedlabour only to be engaged for specialized items of work like laying of ceramic tiles, marbles, cuddapah slabs, granite slabs and false ceiling, partition, wall paneling,

architectural finishing etc. and work experienced persons shall be engaged for fabrication, water supply, railway track laying and aligning works, sewerage system work, etc.

40. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
41. Exclusive Stores personnel should be engaged who would co ordinate with department official for clearance and collection of BHEL supplied materials required for works.
42. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory Complex.
43. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
44. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
45. All the works shall be executed as per the standard specifications as provided in TNBP / BIS.
46. All the materials to be used in the work and the nature of work shall conform to the respective TNBP & BIS and National Building Organisation, Standard Specifications forming part of "ALL INDIA STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer-in-charge before actual incorporation in the work.
47. The contractor should maintain proper accounts for cement, reinforcement steel and structural steel sections and other materials if any supplied by this organisation and these should be available at the site of work for verification and check by the Officials of this Organisation at any time.
48. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.

All the structural works including fabrication, erection etc., are subjected to inspection and clearance by Third Party Agency fixed by BHEL.
49. **The contractor should use only the materials of brand and quality as approved by BHEL. Sample approval should be obtained before supplying the materials The UPVC pipes shall confirm to ASTM D 1785 & fittings shall confirm ASTM D 2467 and UPVC ball valve shall confirm SCH 80 grade (ASTM D 1758) grade**
50. All materials and consumables brought by the contractor should have manufacturer's certificate.
51. The successful tenderer should use only the materials of brand and quality as approved by BHEL.
52. All tools and plants including jack hammer with silencer & bits, rock drilling machine, etc., required for all the works covered under this contract will have to be brought by the contractor. Compressed air alone will be provided at viable locations at free of cost by BHEL. From that point the contractor has to provide further arrangements for site works.
53. All safety measures are to be followed during execution of work, particularly during blasting and only licensed blaster should be engaged for this purpose. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure like railway lines if any etc. Controlled blasting including muffling can be carried out with prior permission from safety department.

54. Contractor's materials and tools & plants shall have to be brought inside factory with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plats, materials, etc., brought inside the factory complex.
55. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
56. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
57. With regard to specifications not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by Bharat Heavy Electricals Limited, shall apply.
58. On the written request from the contractor **Water required for the work may be provided by this organization at only one point at the site of the work at free of cost.** In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water is liable to be stopped at contractor's risk and cost.
59. On the written request from the contractor **Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost.** BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.
60. On the written request from the contractor **Compressed air alone will be provided this organization at only one point near the site of work at free of cost.** The contractor should be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jack hammer with silencer wherever BHEL is not in a position to supply compressed air.
61. Tenderers are requested to furnish the duly filled in E format attached **with this** as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from BHEL, Trichy.
62. 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.
63. LD / Penalty clause is applicable as per General Conditions of Contract in force.
64. 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.
65. In all matters of dispute, the decision of General Manager BHEL, Tiruchirappalli 620 014 is final and binding on the successful tenderer

- 66 Any claim or dispute arising from the tender stage, till/after completion of the work under the terms and conditions stipulated in the tender document/contract agreement shall only be enforced or settled in the courts at Tiruchirappalli, TamilNadu only.
- 67 **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.
- 68 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.
- 69 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 patties to the business.
- 70 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 bidding on both the parties to the business.
- 71 Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
- 72 Field quality plan issued by BHEL should be strictly followed.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 14
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No.BHE: HR: WEL: MW
Date: 26/03/2015

ALL CONTRACT EXECUTING/AWARDING OFFICIALS

- Sub. : Minimum Wages Act 1948 – Fixation of Minimum rates of wages for the employment in “General Engg. and Fabrication Industry” – Revision of DA – Reg.
- Ref. : Letter No.Z3/4053/2015 dated 11/03/2015 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.4175.00 to Rs.4575.00 per month to those employed in “General Engineering and Fabrication Industry”, the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/04/2015:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.176.00	Rs.299.00	Rs.3690.00	Rs.4575.00	Rs.8265.00
2	Semi-Skilled Worker	Rs.133.00	Rs.176.00	Rs.309.00	Rs.3990.00	Rs.4575.00	Rs.8565.00
3	Skilled Worker	Rs.139.00	Rs.176.00	Rs.315.00	Rs.4170.00	Rs.4575.00	Rs.8745.00
4	Supervisor				Rs.3956.00	Rs.4575.00	Rs.8531.00

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


DGM (HR-Welfare and Recruitment)

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



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

CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

01. Name of work : **Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.**
02. Estimated Cost : **Rs.45.75 Lakhs+Applicable service tax**
03. Earnest Money Deposit : **Rs. 1,00,000/-**
04. Completion Time : **2 Months**
(From the date of commencement of the work which will be reckoned from the date of handing over to the Contractor)
05. Cost of Tender Document : **Rs.750/-**(including Sales Tax)
This amount will not be refunded under any circumstances
06. Last Date for Receipt of Tenders : **10.00 Hrs. on 08.05.2015**
07. Date of Tender Opening : **10.15 Hrs. on 08.05.2015**
08. Maintenance Period : Nil

Tender document contains **113** pages in Qualification Bid and **26** pages in Price Bid including Bill of Quantities, EFT format etc.

Issued to Messrs. / Thiru :

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ISSUING OFFICER

CONTRACTOR

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 organization must submit the following testimonials simultaneously with their tenders.
 - i. A Certificate to establish that the tenderer is an independent contractor working on his own
 - ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake 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. However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. 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. As per the recent amendment in Cenvat Credit Rules-2004, Cenvat Credit and Service Tax Credit should be availed within **Twelve** Months from the date of invoice. Hence the Service Tax should be claimed by the contractor within **specified period of time** from the date of invoice. Otherwise any claim pertaining to Service Tax will not be entertained by BHEL.**
 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 as 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 above, and the Contractor will have to plan his work accordingly.
11. Generally, the maintenance period for any work under BHEL organization will be SIX (6) MONTHS.

12. Earnest Money Deposit:

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

Works costing 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.
 - b) The tenderer does not commence the work within the period as per LOI / Contract. In case the
 - c) LOI / contract is silent in this regard then within 15 days after award of contract.
 - d) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
 - e) 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 shareholders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.

14. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
15. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
16. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
17. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
18. The expenses for completing and stamping the agreement shall be paid by the contractor.
19. The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, Shall apply.
20. Tenderers shall not increase their quoted rate in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
21. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
22. All contractors will have to produce Income tax Clearance Certificate from the Income Tax– Officer concerned along with their tenders. Those Contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the Income – tax clearance certificate within the stated period the Earnest Money Deposit and Security Deposit of the tenderer may be forfeited and the contract terminated.

TENDER NOTICE

NAME OF WORK: Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.

ESTIMATED COST:Rs. 45.75 Lakhs + Applicable service tax

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 **DGM / CIVIL / PLANNING / (F&T), 53 Building** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to 10.00 hrs. on **08.05.2015** and will be opened on the same day at 10.15 hrs. at the Office of the **DGM / CIVIL / PLANNING / (F&T), Building 53**, 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 **07.05.2015** on payment of the prescribed sum of **Rs.750/-** per set (including Sales Tax) Amount nor refundable.
3. TENDERS must be submitted in sealed covers and should be addressed to **DGM / CIVIL / PLANNING / (F&T), Building 53**, 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. Erasures and overwritings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to before submitting their tender.
6. UNIT rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any variation in the Quoted rates till the total value of the Contract does not vary by more than 20% (twenty percent)
8. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
10. The rate quoted in the tender shall remain valid for a period **THREE MONTHS** from the date of opening of tenders.
11. In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding 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 mentioned in "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

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

13. Security Deposit

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

Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to Rs.50 lakhs	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, KisanVikasPatras 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.
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 Notice Inviting Tender.
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.

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.

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

Sl.No.	Description of work / supplied	Total amount of work / supplies (in figures and words)		Period of contract
		Rs.	Ps.	
1.	Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.	Rs45,74,607.00/-	+Applicable service tax	2(TWO) MONTHS

ANNEXURE TO SCHEDULE-A

BILL OF QUANTITIES

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

AS PER SEPARATE SHEETS ATTACHED CONTAINING **03** PAGES

FROM SERIAL No. **18to 20**

CONTRACTOR

17

ACCEPTING OFFICER

**BHEL / TRICHY-620 014
CIVIL ENGINEERING DEPARTMENT-FACTORY
BILL OF QUANTITIES**

Name of work: Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.

SI. No	Qty	Description of work	Unit	Rate (Both in fig and words) (Rs.P)	Value (Rs.P)
1	16.00	Collection from BHEL stores and transporting the raw structural steel sections to the contractor's site fabrication shop, fabrication of steel work including all materials going into the process of fabrication and forming an integral part of the steel work together with all shop welding including using low hydrogen electrode wherever necessary, all as per drawings and standard specifications. Rate includes delivery of fabricated steel work at erection site ready for erection, including preparation and supply of drawing office dispatch list for BHEL's approval, all charges for packing (wherever called for) handling, conveying, stacking and all other incidental charges both for raw materials and fabricated steel works. Rate excludes raw structural steel sections which will be supplied by BHEL at stores at free of cost.	MT		
2	16.00	Carrying from stacks at erection site to erection positions and erection of fabricated steel work including all handling, conveying, assembling, hoisting, erecting in position and site welding and or bolting, alignment of structures, all as per drawings and standard specifications. Rate includes bolts & nuts, hire for welding tools and plants, labour etc., but excluding cost of fabricated components. If required, power will be given free of cost by BHEL. Weight of fasteners will not be accounted for payment	MT		

CONTRACTOR

18

ACCEPTING OFFICER

Sl. No	Qty	Description of work	Unit	Rate (Both in fig and words) (Rs.P)	Value (Rs.P)
3	16.00	Painting one priming coat with approved primer over structural steel works in roof structures, columns etc., including preparing the surfaces by thoroughly cleaning oil, grease, dirt and other foreign matters and scoured with wire brushes, fine steel wool scrapers and sand paper, all as per standard specifications with Red oxide primer.	MT		
4		Painting (excluding priming coat) on structural steel works in roof structures, columns etc., with synthetic enamel paint of approved brand and shade, brushing to give an even shade including cleaning the surfaces of all dirt, dust and other foreign matters, scaffolding charges etc., complete. All as per standard specifications.			
a	16.00	Two coats	MT		
5		Providing and fixing Un-plasticized Polyvinyl Chloride(UPVC) pipes of following sizes of SCH 40 grade with all UPVC plain & brass threaded fittings (wherever necessary) of grade SCH 80 fixing the pipe with clamps at 1.00 m spacing at a height of upto 16.00 m level.This includes jointing of pipes & fittings with one step UPVC solvent cement and testing of joints complete as per direction of Engineer in charge.			
a	1240.00	75 mm OD	RM		
b	1340.00	63 mm OD	RM		
c	978.00	32 mm OD	RM		

CONTRACTOR

19

ACCEPTING OFFICER

Sl. No	Qty	Description of work	Unit	Rate (Both in fig and words) (Rs.P)	Value (Rs.P)
d	500.00	25 mm OD	RM		
e	350.00	20 mm OD	RM		
6		Supply and fixing UPVC ball valve of SCH 80 grade of the following sizes.			
a	30.00	75 mm OD	EA		
b	30.00	63 mm OD	EA		
c	30.00	32 mm OD	EA		
d	30.00	25 mm OD	EA		
e	30.00	20 mm OD	EA		
GRAND TOTAL					
(Rupees					
.....only)					

CONTRACTOR

20

ACCEPTING OFFICER

SCHEDULE 'B'

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

Sl.No.	DESCRIPTION	PLACE OF ISSUE
1	Cement	BHEL STORES or Stock yard
2	M.S Rounds, C.T.D Bars & Structural Steel, rails and all railway materials	BHEL STORES or Stock yard

2. It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement.
3. Issue of Stores is subject to the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.
4. The materials will be issued only during the working hours of the BHEL Stores Department (8.00 a.m. to 4.30 p.m.). Contractor shall have to transport them as soon as they are issued to him to the site of work at his own cost.
5. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.
6. The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.
7. Where A.C. Sheets and accessories, Doors, Windows, Sanitary fittings, Special glasses or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to any part or whole of the items issued to him as above. All wastage within the premises limits as fixed by BHEL will be charged for at the prescribed issued rates of BHEL. Excess wastage will be charged for at punitive rates which will be 100% higher than the issue rates.
8. All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. Permissible limit as fixed by BHEL shall be charged for at punitive rates.

The decision of the Senior Engineer / Dy. Manager / Manager as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.

SCHEDULE 'C'

ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

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

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

b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

SCHEDULE 'D'

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

SL.No.	DRAWING NUMBER	DESCRIPTION
1	NIL	NIL

SCHEDULE 'E'

LEAD STATEMENT

Sl.No.	Name of Material	Name of Source	Lead Particulars both for Factory and FACTORY
1	Cement	BHEL Stores	03 Kilometer
2	M.S Rounds, C.T.D Bars & Structural Steel, rails and all railway materials	BHEL Stores	03 Kilometer

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

AUTHORITY TO TENDER

Tender Notice No. **TN No CF: TN: 001/15-16** Office of the
DGM/ CIVIL / PLANNING (F&T), 53 Building,
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No. **TS No CF: TN: 001/15-16**

Item rate tender for work required in **Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.**

Messrs / Mr.

.....of.....

Are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **DGM/ CIVIL / PLANNING (F&T), 53 Building** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **upto 10.00 hrs. on 08.05.2015** addressed to the **DGM / Civil / Planning(F&T), Building No.53**, BHEL. Tiruverumbur, Tiruchirappalli – 620 014 superscribing the name of work as mentioned above.

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

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

Issuing Officer with
Designation

Contract Agreement No.....

TENDER

To

DGM/ CIVIL / PLANNING (F&T), 53 Building
Bharat Heavy Electricals Limited
Unit:Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carryout the work of **Providing water supply distribution lines from RO water storage tanks to shop floor area in SSTP,107,108& BLDG1 at BHEL Trichy.**

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

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

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

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

SignatureDate.....

Designation