

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

TENDER DOCUMENT

Name of work : Cutting, trimming and taking away
of unwanted / fallen / dead trees
including branches within BHEL,
Trichy Complex on sale basis.

Value of work : Rs.10.00 Lakh

Tender Notice No. : 04/12-13

Tender Schedule No. : 08/12-13

Period of Contract : 12 (Twelve) Months

Issued to M/s / S/Shri :

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 : **Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis.**
02. Estimated Cost : **Rs.10,00,000/-**
03. Earnest Money Deposit : **Rs.20,000/-**
04. Completion Time : **TWELVE (12) Months**
(From the date of commencement of the work which will be reckoned from the date of the site, handed 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 : 14.45 Hrs. On **16.10.2012**
07. Date of Tender Opening : 15.00 Hrs. On **16.10.2012**
08. Maintenance Period : ~~6 (Six Months from the date of actual completion of the entire work and handed over to Bharat Heavy Electricals Limited) (OR) NIL~~

This document contains ...**29**...Pages, from Serial No.1 to SI.No. **29** including Bill of Quantities, Drawing etc.,

Issued to **Messrs. / Thiru** :

ISSUING OFFICER

CONTRACTOR

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INSTRUCTIONS TO TENDERERS

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

NOTE :

- a) Copies of testimonials unless attested a Gazetted Officer will not be accepted
 - b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected
2. The tenders should be accompanied by a list of contracts already held by the contractor at the time of submitting the tender and giving the following particulars
 - a) Value of each contract
 - b) The balance value of work to be done on the same
 3. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt of delay in the receipt of the tender documents by the tender.
 4. Rate for each item of the tender schedule should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
 5. Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.
 6. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 20% (Twenty Percentage)
 7. Quoted rate shall be firm throughout the contract period of 12 months.
 8. The works contract to be entered in to with the contractor will be governed by the BHEL Revised General Conditions of contract in force.
 9. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.

10. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
11. Where the tender called for covers only the building work and excludes internal services such as sanitary and water supply installations, electrification etc., the building contractor will have to leave pockets, holes, etc., as required for other works and will have to phase his work to ensure smooth progress of the work of the other agencies also as directed by the Engineer – in – charge.
12. Where the tender schedule contains special items of work such special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Project Authorities to allot these items of work to other contractors specialized in these works. In such cases, the main building Contractor will have to tender all necessary co-operation to the agencies involved so as to ensure the smooth progress of all work.
13. The contractor's responsibility under this shall commence from the date of receipt of sale order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 02, and the Contractor will have to plan his work accordingly.
14. Generally, the maintenance period for any work under BHEL Organisation will be Nil .

15. Earnest Money Deposit:

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

Works costing up to Rs. 2 lakhs	NIL
Works costing more than Rs.2 lakh and up to Rs. 5 lakhs	Rs. 10000/-
Works costing more than Rs.5 lakhs and up to Rs.10 lakhs	Rs. 20000/-
Works costing more than Rs.10 lakhs and up to Rs.20 lakhs	Rs. 40,000/-
Works costing more than Rs.20 lakhs and up to Rs.30 lakhs	Rs. 60,000/-
Works costing more than Rs.30 lakhs and up to Rs.50 lakhs	Rs.1,00,000/-
Works costing more than Rs.50 lakhs and up to Rs.100 lakhs	Rs.1,50,000/-
Works costing more than Rs.100 lakhs	Rs. 2,00,000/-

One time EMD will also be Rs.2.00 lakhs.

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

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

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

EMD shall not carry any interest.

16. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case or a firm or Company of contractors any of its share holders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.

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

TENDER NOTICE

NAME OF WORK: Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis.

ESTIMATED COST : Rs 10,00,000/-

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by **SR.MANAGER/CIVIL/ PLANNING (FACTORY)** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to 14.45 Hrs. on **16.10.12** and will be opened on the same day at 15.00 Hrs. at the **Office of the SR.MANAGER /CIVIL/ FACTORY (PLANNING)** in the presence of such of those tenderers. Or their agents who may choose to attend.

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2. TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day from 8.00 A.M. to 4.30 P.M. upto **13.10.12** on payment of the prescribed sum of Rs. 750 / - per set (including Sales Tax) Amount nor refundable.
3. TENDERS must be submitted in sealed covers and should be addressed to the with full name and address of the tenderer and the name of work being noted on the cover
4. All entries in the tender documents should be in the one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attach there to before submitting their tender.
6. UNIT rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent)
8. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
10. The rates quoted in the tender shall remain valid for a period THREE MONTHS from the date of opening of tenders.
11. In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned in the latter case a copy fo the power of attorney duly attested by a Gazetted Officer must accompany the tender.
12. Every tender must be accompanied with EMD for the amount as specified in Page No. 02 in any of the form mentioned in Para 15 of the "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

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

13. Security Deposit

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

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

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

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

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

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

14. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary circulating advance specified in Bill of quantities of this tender within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

15. If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

16. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part there of without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
17. Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
18. Tenders not submitted on the prescribed form are liable to be rejected
19. The work must be completed within a period as mentioned in page No.02.
20. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
21. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
22. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for 'Health & Safety of Contract Labourer' in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.

GENERAL SAFETY PRECAUTION TO BE FOLLOWED AT WORK SITE DURING EXECUTION

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

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

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

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLE

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

II. MOVEMENT OF VEHICLE

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

III SHIPPING

1. Strong side supports should be provided on both sides of the trailer . the side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
3. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The loaded materials should be fastened tightly with 'WIRE ROPE' Manila rope or coir rope should not at all be used. There must be side packings such as gunny or rubber tyre between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
5. There must be minimum two fastenings and it should be more in case of lengthier loads.

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6. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
7. The wire rope ends should be clamped with 'U' clamps
8. The load rope ends should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
9. The loose pieces should be bundled before loading on the truck.
10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis
11. The load should not be over – hanging more than 3ft. from the end of the body
12. The materials should not be stacked too high to avoid hitting against live electric lines
13. While transporting the scraps, there must be wire netting cover to prevent falling of scrap.

IV GENERAL

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

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

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

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

REGISTRATION AND LICENSING

3. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awarded to him by giving the following information and getting a Code Number :
 - a) The Name of the Contractor
 - b) Nature of Contract Work
 - c) Period of work
 - d) Number of maximum labour employed by him on any one day
 - e) License No. & Date (Applicable in case of contractor employing 20 or more workers)
 - f) Whether enrolled for PF, ESI, etc., and enrolment No.

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

4. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the licence number to the BHEL Management before taking up the work.

5. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and / or Occupier of the Factory and shall render all necessary assistance for the same.

WAGES

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

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

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

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

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

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref.Page No.17). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

7. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

8. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month.

9. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.

10. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

11. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.

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

13. The above payment shall be verified by the authorized officer / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence onat....."

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

15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.

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

- | | |
|----|---|
| a) | Serial Number |
| b) | Location |
| c) | Period of work |
| d) | No. of contract labour engaged during the month |
| e) | No. of days worked |
| f) | No. of men worked |
| g) | Wages paid to workers |

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

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

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

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

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

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

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

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

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

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

WORKING HOURS AND WORKING CONDITIONS

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

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

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

27. The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

28. The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May, 15th August and 2nd October.

29. The Contractor shall ensure that his workmen vacate the premises after the shift is over.

30. The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

31. No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.

32. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

33. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.

34. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

35. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before executing the contract work.

36. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuant of the above scheme as fixed from time to time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.

37. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

38. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

39. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.

40. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.
41. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.
42. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.
43. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor / sub-contractor.
44. Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

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

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

**Bharat Heavy Electricals Limited
Tiruchirappalli - 14**

No.BHE:POW:340
Date : 17/04/2012

CIRCULAR

All Contract Awarding/Executing Officials

Sub : Minimum Wages Act 1948 – Tamil Nadu State Government Minimum Wages - Reg.
Ref : 1. Letter No.Z3/7638/2012 dt.13/03/2012 from the Comm. of Labour, Chennai - 600006
2. Tamil Nadu Govt. Gazette No.8 dated 29/02/2012

Consequent upon the increase in Basic Wages and Dearness Allowance payable under the Minimum Wages Act 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 01/04/2012 :

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	Rs.123.00	Rs.86.00	Rs.209.00	Rs.3690.00	Rs.2238.00	Rs.5928.00
2	Semi - Skilled working as Helpers for not less than 2 years in a particular trade	Rs.129.00	Rs.86.00	Rs.215.00	Rs.3870.00	Rs.2238.00	Rs.6108.00
3	Semi - Skilled - All Trade Certificate holders	Rs.133.00	Rs.86.00	Rs.219.00	Rs.3990.00	Rs.2238.00	Rs.6228.00
4	Skilled	Rs.139.00	Rs.86.00	Rs.225.00	Rs.4170.00	Rs.2238.00	Rs.6408.00
5	Supervisor				Rs.3956.00	Rs.2238.00	Rs.6194.00

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


17/04/12
Manager/HR/Welfare

Cc. : All HR Executives thro' Email
Manager/HR/PC
DGM/Finance/W & R

SCHEDULE 'A'

LIST OF WORKS AND PRICES

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.	Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis.	10,00,000/-		TWELVE (12) MONTHS

BILL OF QUANTITIES

Sl.No.	Appx.Qty.	Description of work	TNBP No.	Rate (Both in Unit fig & Words)	Amount Rs.	Ps.
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AS PER SEPARATE SHEETS ATTACHED CONTAINING**7**... ..PAGES

FROM SERIAL No. **23** to **29**

CONTRACTOR

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ACCEPTING OFFICER

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

AUTHORITY TO TENDER

Tender Notice No. **04/12-13** Office of the
SR.MANAGER/ CIVIL / FACTORY/PLANNING,
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No. **08/12-13**

~~Lumpsum / Percentage rate /~~ Item rate tender for works required in **“Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis”**.

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

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

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

**Issuing Officer with
Designation**

Contract Agreement No.....

TENDER

To

The Manager/Civil /Planning (Factory)
Bharat Heavy Electricals Limited
Unit : Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of “in **“Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis”**”.

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

1. Specifications (General & Particular)
2. Drawings
3. Schedule ‘A’, ‘B’, ‘C’, ‘D’ & ‘E’ and Bill of Quantities attached hereto.
4. Schedule or 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 & condition contained or referred therein and as detailed in Schedule ‘A’ and Bill of Quantities annexure thereto an to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract upto a maximum of 20% of the tendered of Rs.....

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

WITNESS

Signature of the Contractor

Date :

1.

2.

CONTRACTOR

ACCEPTING OFFICER

GENERAL SUMMARY

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

Rupees.....
.....
..... Shri.....
in the capacity of
..... has been duly authorized by me / use 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

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

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 item rates as indicated in the Bill of Quantities attached to Schedule 'A'.

Signature Date.....

Designation

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14

BILL OF QUANTITIES

NAME OF WORK: Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex on sale basis.

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
1.		Cutting trimming and taking away of unwanted / dead trees of the following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. <u>The scope of the work includes uprooting of trees with necessary excavation, refilling and levelling the pit excavated to match with surrounding ground</u> , cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weightment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading, leading, to weightment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rate plus applicable Sales Tax & Surcharge			
a)	10.00	Tree, branches of less than 2" dia. waste cut wood and twigs of all trees.		M.T.	

CONTRACTOR

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ACCEPTING OFFICER

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
b)	15.00	Tree, branches stem of size more than 2" dia. Decayed trunks and low calorific trees like Peepul, Banyan, Gulmohar, Asoka, Subabul, etc.		M.T.	
c)	65.00	Trees, branches / stems of sizes more than 2" dia. of Vagai, Konnai, Karuvel, Tamarind, Naval, Mango, etc.		M.T.	
d)	10.00	Neem Trees, branches / stems of size more than 2" dia.		M.T.	
e)	1.00	Teak Trees, branches / stems of size up to 8" dia.		M.T.	
f)	1.00	Teak trees, branches/stems of size more than 8" and up to 15" dia		M.T.	
g)	1.00	Teak trees branches/stems of size more than 15" dia		M.T.	
h)	10.00	Debarked Eucalyptus wood / trees, branches / stems of sizes more than 2" dia pulp wood		M.T.	

CONTRACTOR

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ACCEPTING OFFICER

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
i)	10.00	Eucalyptus dead trees of more than 2" dia.		M.T.	
j)	10.00	Lops and tops (Eucalyptus) tree branches of less than 2" dia.		M.T.	
k)	10.00	Uprooted base stems with roots of any size of all kinds of trees.		M.T.	
2		<p>Cutting trimming and taking away of uprooted / fallen trees of the following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. The scope of the work includes cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weightment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading, leading, to weightment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rate plus applicable Sales Tax & Surcharge but excluding uprooting of trees.</p>			

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
a)	30.00	Tree, branches of less than 2" dia. waste cut wood and twigs of all trees.		M.T.	
b)	40.00	Tree, branches stem of size more than 2" dia. decayed trunks and low calorific trees like Peepul, Banyan, Gulmohar, Asoka, Subabul, etc.		M.T.	
c)	190.00	Trees, branches / stems of sizes more than 2" dia. Vagai, Konnai, Naval, Mango, Karuvel, Tamarind, etc.		M.T.	
d)	20.00	Neem Trees, branches / stems of size more than 2" dia.		M.T.	
e)	1.00	Teak Trees, branches / stems of size up to 8" dia.		M.T.	
f)	1.00	Teak trees, branches/stems of size more than 8" and up to 15" dia.		M.T.	
g)	1.00	Teak trees, branches/stems of size more than 15" dia		M.T.	
h)	20.00	Debarked Eucalyptus wood / trees, branches / stems of sizes more than 2" dia pulp wood.		M.T.	

CONTRACTOR

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ACCEPTING OFFICER

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
i)	20.00	Eucalyptus dead trees of more than 2" dia.		M.T.	
j)	20.00	Lops and tops (Eucalyptus) tree branches of less than 2" dia.		M.T.	
k)	5.00	Uprooted base stems with roots of any size of all kinds of trees <u>(trees uprooted by other agencies).</u>		M.T.	
3		Cutting trimming and taking away the <u>branches</u> of all kinds of trees to meet the <u>urgent requirement</u> such as fouling with buildings ,gas lines ,electrical lines, obstruction to lightings, DSL fouling, obstructing crane movement etc. following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. The scope of the work includes cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weightment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading, leading, to weightment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rate plus applicable Sales Tax & Surcharge.			

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
a)	5.00	Tree, branches stem size of less than 2" dia of all kinds of trees.		M.T.	
b)	5.00	Tree, branches stem size of more than 2" dia of all kinds of trees.		M.T.	
NOTE: The tenderer shall note all the points as detailed below before submitting their offer for this sale order.					
1)		The above works shall be done only for the trees / branches identified by the Horticulture-in-charge areas nearby building walls, railway line, road sides, telephone and power line, water and drainage pipe line, parasitic, insects and disease attacked trees / branches and new construction site wherever necessary.			
2)		The trees not required for uprooting shall be cut at the ground level itself and shall not be projected above the ground.			
3)		Cut trees, stems, branches, twigs and all other associated wastes should be cleared of from the site immediately with in seven days / otherwise the same will not be accounted for sale order / it will be done through other contractors at your risk and cost / penalty will be levied at 5% of the cost per week.			
4)		The place of work may be at anywhere in BHEL premises i.e. HPBP, New Plant, FCB, WRI, CCDP, MHD, HRDC, RPS, OHS, R&D, SSTP, Township and other areas but the weighment shall be done only at weigh bridge near East Gate and disposed of through East Gate. In case of any break down at East gate alternatively it will be weighed either at SSTP or at RPS.			
5)		The contractor shall approach for security witness and staff of weigh bridge with prior intimation to us for loading, weighment and taking away the wood with necessary gate passes.			
6)		The sale order shall be executed between 06.00 Hrs. and 18.00 Hrs. on any working day, but the gate passes should be made ready with the materials to be taken away before 16.30 Hrs. on that particular day			
7)		To cater our emergency needs as and when required the contractor or his duly authorized agent shall be available at any time or shall inform his whereabouts for our urgent needs if necessary.			

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
8)		The contractor shall follow all safety regulations.			
9)		A circulating advance payment of Rs. 50,000/- shall be made in the form of DD in favour of BHEL, Trichy. (eg.) after exhausting the first advance, second advance shall be paid before taking the wood.			
10)		The item rates indicated in this Bill of Quantities are only basic price. The Sales Tax, surcharges and any other taxes if any shall be paid by you extra at the rates applicable from time to time. In case of concessional tax is applicable, it can be charged provided the required forms are submitted to BHEL. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax			
11)		The contractor shall remit PF & ESI contributions (for both employer and employee) for the workmen engaged in this work.			
12)		You should make your own arrangement for cutting the trees from the places as shown by us, debarking, loading, transporting, weighing and taking from our area and other connected activities Including the debris clearance for the concerned areas thereof at your own cost. In case of failure to do so, same shall be carried out by BHEL and the cost shall be recovered and adjusted against the advance.			
13)		For Item No.2 the trees uprooted by other agencies shall be cut, removed and taken away. The contractor need not refill the pit and level the surfaces. Rate shall be quoted accordingly.			
14)		Trees identified and marked with paint by department shall only be cut			
TOTAL					_____

(RUPEES.....ONLY)

CONTRACTOR

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ACCEPTING OFFICER