

Bharat Heavy Electricals Limited

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

TENDER DOCUMENT (PRICE BID)

Name of work : Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

Value of work : Rs. 15.62 Lakh + Applicable Service Tax

Tender Notice No. : CF:TN:011/16-17

Tender Schedule No. : CF:TS:026/16-17

Period of Contract : 12 (Twelve) Months

Issued to : M/s

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

CIVIL ENGINEERING DEPARTMENT (FACTORY)

PREAMBLE

1. The scope of work includes Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

Details of RO plants furnished below.

SL NO.	Name of the Building	Location of the Building	No of Plants	Capacity of RO Plant
1	Canteen 19	Inside Factory Complex	1	500 LPH
2	Canteen 58	Inside Factory Complex	1	500 LPH
3	Building -1	Inside Factory Complex	2	500 LPH
4	SSTP - Canteen	SSTP	1	500 LPH
5	SSTP-Shop	SSTP	1	500 LPH
6	Building 24	Outside Factory Complex	1	500 LPH
7	Building 79	Outside Factory Complex	1	500 LPH
8	Building 107	Unit II	1	500 LPH
9	Building 108	Unit II	1	500 LPH
10	Building 50	Inside Factory Complex	1	500 LPH
11	Building 53	Inside Factory Complex	1	250 LPH
12	Building 6	Inside Factory Complex	1	250 LPH
13	Building 5	Inside Factory Complex	1	250 LPH
14	HRDC Canteen	Inside Factory Complex	1	250 LPH
15	Unit II Canteen	Unit II	1	250 LPH
16	Main Hospital	Township	1	250 LPH
		Total	17	Nos.

2. Time is the essence of the contract. The contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **12 (Twelve) months**,
3. The tenderers are advised to visit BHEL Factory at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
4. The following eligibility criteria shall be complied to fulfill the Qualification Bid:-

I) 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 (2012-13, 2013-14 & 2014-15)

II) Average annual turnover of similar works in the last 3 financial years(2013-14 ,2014-15, &2015-16) shall be at least for a value of (Rs. 4.69 Lakhs)

III) During last seven (01.08.2009 to 31.07.2016) should have successfully completed works either Three similar works not less than (Rs. 6.25 L)

Or

Two similar works not less than (Rs. 7.81 L)

Or

One similar work not less than (Rs. 12.50 L)

iv) Latest Solvency certificate (obtained within last 6 months) from Nationalised /Scheduled Bank shall be at least for a value of (Rs.6.25 L)

5. 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.
6. Dissimilar / irrelevant works will not be considered for eligibility criteria. Similar work means supply of RO plant, Operation and Maintenance of RO plant.
7. Documentary evidences (Xerox copies – Gazetted officer attested & self-attested) for turnover, works experience, EPF, ESI, Service tax and Balance sheet ,Profit & Loss account & IT returns for the last three years etc., all as required & indicated in the tender document should be furnished, without which it will not be taken into account.
8. 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.
9. 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).
10. Quoted rate shall be firm throughout the contract period of **12 months** and extended contract period also if any, and no cost escalation is allowed on any account.
11. The item rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.

The rate quoted shall not include service tax. However the service tax as applicable for this contract work 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 service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.

The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender. In case of exemption from the payment of service tax, the contractor has to submit a declaration along with necessary documents to substantiate the declaration.

12. 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.

13. 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.
14. 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. 17 To 19).**
15. 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.
16. **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. Failing which the recovery of interest will be made at prime lending rate of SBI plus 2% for the period of default.**
17. 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.
18. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**
19. **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.**

Unskilled Worker	Rs. 3200 per month
Semi-skilled Worker	Rs. 3700 per month
Skilled Worker / Supervisor	Rs. 4100 per month
20. **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.**
21. **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.**
22. **At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference(Ref. Page No.8). 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.**
23. The contractor is required to carry out activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works
24. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
25. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
26. The contractor shall strictly adhere to various labour laws in force.

27. 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%.
28. The contractor is required to carry out activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works. **The operators (Minimum 3 skilled persons) have to be employed on all days including all Sundays & Holidays for operations of RO plants** (Except National Holidays such as 1. Republic Day 2. Independence Day 3. May Day & 4. Gandhi Jayanthi).
29. 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.
30. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
31. 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.
32. 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.
33. Contractor's materials and tools & plants shall have to be brought inside factory with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside the factory complex.
34. 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.
35. 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.
36. 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.
37. 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.
38. LD / Penalty clause is applicable as per General Conditions of Contract in force.
39. 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.

40. In all matters of dispute, the decision of General Manager BHEL, Tiruchirappalli 620 014 is final and binding on the successful tenderer
41. 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.
42. **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.
43. 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.
44. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
45. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
46. 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.

47. The technical specifications for the spares to be supplied (if necessary) by the vendor are provided as follows:

Description of the Spare	Technical Specifications	Material of Construction	Brand / Make
Multi Port Valve	25 mm NB	Polypropylene	Solo/UKL/Initiative/any other equivalent approved Brand
Micron Filter	Jumbo type , Wound - Thread Tighten, 5 Micron , Height - 20" , 2.5" Dia	Polypropylene	Darly /any other equivalent approved Brand
Filter Housing	Height - 20" , dia - 2.5 " , with 3/4 " inlet & outlet	Polypropylene	Org /any other equivalent approved Brand
Pressure Switch	Low Pressure and High Pressure		Org / Waree/any other equivalent approved Brand
Roto Meter	1/2" inlet and Outlet (600 LPH & 1200 LPH Rating)	Acrylic	ECE /any other equivalent approved Brand
Pressure Gauge	2.5 " dia -Glycerin filled panel mount type	Stainless Steel	Pratham, Waaree /any other equivalent approved Brand
Control Panel With Conductive Meter	Mounted on RO Skid	Powder Coated MS	Astro 1:3 /any other equivalent approved Brand
Membrane	Spiral wound, 4" Dia, 40" long	FRP	Filmtec/hydronautic /any other equivalent approved Brand
Membrane Housing	4" Dia, 40" long to house the RO Membrane	FRP	UKL/Alfa /any other equivalent approved Brand
Dosing Pump - Electronic Dosing Pump	upto 6 LPH , 4kg/sqcm operating pressure,	Polypropylene	UKL / E-Dose /any other equivalent approved Brand
Anti Scalant Chemical	Liquid Polymer Base	NA	GE / Dorf / any other equivalent approved Brand
High Pressure Pump	3 M3 / Hr capacity,3 HP, 3 Phase,	SS 304	CRI/Grunfos /any other equivalent approved Brand
Raw Water Pump	Centrifugal Regenerating Pump,1000 lph @ 2 Bar	Aluminium	CRI/Grunfos /any other equivalent approved Brand



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No. BHEL: HR: WEL: MW

Date: 31.03.2016

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. : Notification No. Z3/9329/2016 dated 24.03.2016 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs. 4575.00 to Rs.5196.00 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 01/04/2016:

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.200.00	Rs.323.00	Rs.3690.00	Rs.5196.00	Rs.8886.00
2	Semi-Skilled Worker	Rs.133.00	Rs.200.00	Rs.333.00	Rs.3990.00	Rs.5196.00	Rs.9186.00
3	Skilled Worker	Rs.139.00	Rs.200.00	Rs.339.00	Rs.4170.00	Rs.5196.00	Rs.9366.00
4	Supervisor				Rs.3956.00	Rs.5196.00	Rs.9152.00

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

SDGM (HR-Welfare and Recruitment)

Cc:

All HR Executives
Sr.Manager/HR/PC/Chennai
Sr.Manager/HR/PPU/Thirumayam
AGM/Finance
GM/Finance
AGM/HR
GM/HR



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

CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

01. Name of work : **Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex**
02. Estimated Cost : **Rs.15.62Lakhs+Applicable service tax**
03. Earnest Money Deposit : **Rs. 40,000/-**
04. Completion Time : **12 (Twelve) 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 : **14.00 Hrs. on 17.09.2016**
07. Date of Tender Opening : **14.00 Hrs. on 17.09.2016**
08. Maintenance Period : Nil

Tender document contains **102 pages in Qualification Bid and 25 pages in Price Bid including Bill of Quantities, EFT format etc.**

Issued to Messrs. / Thiru :

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ISSUING OFFICER

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders.
 - i. A Certificate to establish that the tenderer is an independent contractor working on his own
 - ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake 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 item rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.

The rate quoted shall not include service tax. However the service tax as applicable for this contract work 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 service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.

The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender. In case of exemption

from the payment of service tax, the contractor has to submit a declaration along with necessary documents to substantiate the declaration.

6. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
7. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
8. Where the tender called for covers only the building work and excludes internal services such as sanitary and water supply installations, electrification etc., the building contractor will have to leave pockets, holes, etc., as required for other works and will have to phase his work to ensure smooth progress of the work of the other agencies also as directed by the Engineer – in – charge.
9. Where the tender schedule contains special items of work such special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Project Authorities to allot these items of work to other contractors specialized in these works. In such cases, the main building Contractor will have to tender all necessary co-operation to the agencies involved so as to ensure the smooth progress of all work.
10. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work will be as mentioned 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, cancel such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
 15. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however 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 favorable 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: Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

ESTIMATED COST:Rs. 15.62Lakhs + 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 14.00 hrs. on **17.09.2016** and will be opened on the same day at 14.00 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 **16.09.2016** 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), Building53**, 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 over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to before submitting their tender.
6. UNIT rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any variation in the Quoted rates till the total value of the Contract does not vary by more than 20% (twenty percent)
8. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
10. 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.

Note: The security Deposit has to be furnished by the contractor before commencement of the work. Failing which the recovery of interest will be made at prime lending rate of SBI plus 2% for the period of default.

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:

Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

DETAILS & QUANTITIES of each item of work shown in the **BILL OF QUANTITIES** are only approximate and the same is attached. 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.	Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex	Rs 15.62 Lakhs /-	+Applicable service tax	TWELVE (12) 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 Page No. 17 to 19.

CONTRACTOR

16

ACCEPTING OFFICER

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

Name of work: Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

Sl. No	Qty	Description of work	Unit	Rate (Rs.P) (Both in fig and words)	Value (Rs.P)
1	12.00	<p>Operation & Maintenance of 17 Nos of RO Plants (11 Nos of 500 LPH Capacity & 6 Nos of 250 LPH Capacity) installed at Various Locations in BHEL Trichy Factory Complex.</p> <p>The scope of work includes the following:</p> <p>1.Operation of the RO plants by employing qualified operator on all days of the Year excluding National Holidays.</p> <p>2. Cleaning the unit of the plant regularly, backwashing and dosing of anti scalant chemical time to time (as per manufacturer's recommendations and instructions of Engineer in-charge).Periodical Cleaning of the Raw water tanks & Treated water collection Tanks . Supply of anti scalant chemical will be paid under separate item</p> <p>3. Regular maintenance of pumps such as oiling, greasing, motor shaft, pipes, minor rectification and replacement of minor parts such as nuts & bolts etc, minor parts of pumps, electrical wiring etc., Supply & Replacement of damaged UPVC pipes & specials interconnecting the plant units of small quantities including consumables such as solvent cement, teflon tape etc. The scope also includes breakdown maintenance whenever necessary.</p> <p>4. Replacement of spares listed under Items 2a to 2m if necessary. The replacement and re fixing of defective spare parts is part of operation and maintenance contract and only the cost of spares will be paid under item 2a to 2m at actuals</p> <p>5. Maintaining daily log sheets for the operation of RO Plants all as per instructions of Engineer In-Charge</p> <p>Note : National Holidays 1. Republic Day 2. Independence Day 3. May Day & 4. Gandhi Jayanthi</p>	Month		

CONTRACTOR

17

ACCEPTING OFFICER

Sl. No	Qty	Description of work	Unit	Rate (Rs.P) (Both in fig and words)	Value (Rs.P)
2		Supply of required spares at site of work in BHEL Trichy. Rate quoted shall include loading, transportation, unloading at site of work, all taxes ,duties and any other incidental charges etc., complete. The replacement and re fixing of defective spare parts is part of operation and maintenance contract(item No 1) and no separate payment will be paid. Only cost of spare parts found defective and actually replaced will be paid			
a	4.00	Multi Port Valve	Each		
a	204.00	Micron Filter	Each		
c	4.00	Filter Housing	Each		
d	2.00	Pressure Switch	Each		
e	3.00	Roto Meter	Each		
f	4.00	Pressure Gauge	Each		
g	2.00	Control Panel With Conductive Meter	Each		
h	20.00	Membrane	Each		

CONTRACTOR

18

ACCEPTING OFFICER

Sl. No	Qty	Description of work	Unit	Rate (Rs.P) (Both in fig and words)	Value (Rs.P)
i	20.00	Membrane Housing	Each		
j	4.00	Dosing Pump - Electronic Dosing Pump with 6 LPH capacity at 4 KG /SQCM operating Pressure	Each		
k	300.00	Anti Scalant Chemical	Kg		
l	2.00	High Pressure Pump - 3 M ³ / Hr capacity (Vertical Multistage Centrifugal Pump - Stainless Steel)	Each		
m	2.00	Raw Water Pump - Centrifugal Regenerating Pump - 1 M ³ / Hr Capacity	Each		
GRAND TOTAL (Rupees.....only)					

Note: 1. Only skilled workers should have to be employed for the above works and wages shall be paid as per minimum wages as stated in the Tender documents.

2. The operators (Minimum 3 skilled persons) have to be employed on all days including all Sundays & Holidays for operations of RO plants (Except National Holidays such as 1. Republic Day 2. Independence Day 3. May Day & 4. Gandhi Jayanthi).

3. If the RO plants are not operated for more than 24 hours due to break down on any unforeseen account of other than power supply, spares, etc., recovery will be made on pro rata basis as per the approved and awarded rate in SI.No.1 per month from the date of stoppage to the date of putting back in to operation effectively.

CONTRACTOR

19

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	NOT APPLI CABLE	

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	NOT APPLICABLE		

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

AUTHORITY TO TENDER

Tender Notice No. **CF: TN: 011/16-17** Office of the
DGM/ CIVIL / PLANNING (F&T), 53 Building,
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No. **CF: TS: 026/16-17**

Item rate tender for work required in **Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex**

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 HeavyElectricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 14.00 hrs. on 17.09.2016** addressed to the **DGM / Civil / Planning(F&T),Building No.53**, BHEL. Tiruverumbur, Tiruchirapalli – 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 Operation and maintenance of RO plants installed at various buildings in BHEL Trichy Factory complex

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

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

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

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