

(Signature ,seal & date of issuing authority)



**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT**

page no 2 of 15

Phone no 0510-2412285 Fax no 0510-2412120
Tender No BHEL/JHS/FCX-05/09-10

Email kdgupta@bheljhs.co.in

website www.bhel.com/bhel/tender/login.php.

Date 6/02/2009.

(Tender document may be available on above website and can be downloaded also)

**Name of Work : Addition / Alteration in Quality testing lab in factory area.
TECHNICAL BID (TOTAL 13 PAGES - page no 2 to 14)**

(PART A & PART B)

PART A : Checklist / Minimum qualification criteria

The following are the essential requirements to be fulfilled in order to qualify for price bidding .

I.	Legal requirements				
SI No .	DESCRIPTION	Essential /desirable	valid License no	validity upto	enclosed copy detail
	a. Labour laws -				
	(1) Employee's PF & miscellaneous provision act, 1952 (Valid PF co required)	Essential			
	(2) Labour license and other requirements in case of contractors working in BHEL, Jhansi and deploying 20 or more labours.				
	(3) ESI Number & date (Valid ESI code required)				
II.	Taxation requirements				
	(1) Income tax act	PAN No.	Essential		
	(2) Trade Tax / VAT / TIN No.	Valid Registration	Essential		
	(3) Service tax	no.	Essential		
III.	BHEL works policy requirements				
1	EMD	Rs 20,000/- in the form of Cash / Pay order / Demand draft .	Essential		
2	Acceptance of Terms & conditions -	Signature on all pages without conditions of contractor	Essential		
3	Blank price bid format duly signed by the contractor.		Essential		
IV.	Financial soundness				
s no	Document	Essential /desirable	Enclosed (yes /no)		
1	Income tax returns for last three 3 years .	Desirable			
V	Qualifying Criteria				
1	Average annual financial turnover during last 3 years end 31st March 2008 not less than Rs 1.69 lakhs	Essential			
2	Similar completed work during last 7 years ending 31 December 2008 should be either the following.	Essential			
2(a)	Three similar completed work costing not less than the amo equal to Rs 2.26 lakhs.				
2(b)	Two similar completed work costing not less than the amo equal to Rs 2.83 lakhs.				
2©	One similar completed work costing not less than the amo equal to Rs 4.53 lakhs.				
VI	Detail of Tools , Plants & Machinery		Essential		
VII	Ability of technical and skilled manpower		Essential		

Note : Non Fulfillment of any/all of the above requirements can entail disqualification of the bidder .

All the above conditions accepted

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PART - B
NOTICE INVITING TENDERS
(Applicable to all types of contracts)

Name of Work : Addition / Alteration in Quality testing lab in factory area.

Phone no 0510-2412285 Fax no 0510-2412120

Email kdgupta@bheljhs.co.in

website www.bhel.com/bhel/tender/login.php.

Tender No BHEL/JHS/FCX-05/09-10

Date 6/02/2009.

- 1 Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work - Addition / Alteration Quality testing lab in factory area. The work is estimated to cost **Rs.5.66 Lakhs**. This estimate, however, is given merely as a rough guide.
- 2 The tender shall be in the prescribed Form.
- 3 The works are required to be completed within **THREE months** from the fifteen days after the date on which the Engineer in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later in accordance with the phasing, if any, indicated by the Company/Corporation in the tender documents. The site is expected to be handed over on or about immediately.
- 4 Normally contractors whose names are borne on the approved list of contractors of MES, CPWD, PWD, RLY, other C dept, BHEL etc for the area in which the work lies and within whose financial category the estimated amount falls will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors.
- 5 No two or more concerns in which an individual is interested as a Proprietor and /or a partner shall tender for the execution of the same works, if they do so all such tenders shall be liable to be rejected.
- 6 The Mgr - FCX shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
- 7 Applications for issue of tender documents shall be submitted to Mgr-FCX so as to reach his office not later than 12/02/2009.
- 8 Tender documents consisting of plans, specifications, Schedule (s) of quantity of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection and sold on payment of Rs 2000 or before 2/03/09.
- 9 Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at civil township during working hours between the dates mentioned in above clause No 8.
- 10 Tenderers are advised to inspect and examine the site and its surroundings and subsoil (so far as it is practicable) to ascertain the form and nature of the site, the means of access to the site, the accommodation they may require and in general to obtain all necessary information as to risks, contingencies and other circumstances which may influence the effect of their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and charges consequent on any misunderstanding or otherwise shall be allowed.
- 11 Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, materials, plants etc will be issued to him by the company/corporation and local conditions & other factors bearing on the execution of the works.
- 12 A tenderer should quote in figures as well as in word rate (s) tendered. The amounts for each item should be worked out and the requisite totals given. Special care in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs should be written before the figures in rupees and the words 'paise' after the decimal figures e.g. Rs 2.15 and in case of words, the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'paise' it should invariably be up to two places of decimal.
- 13 Item no 1 to 11 shall be quoted on the tender form (Price Bid) in percentage below / above on DSR 2007 rates and item no 12 to 14 (four items only) shall be quoted in item rate. All items rate of DSR 2007 is given for reference / guidance purpose only.
- 14 The work shall be awarded to the technically accepted overall lowest bidder. The quantities mentioned in the tender are for comparative statement calculation and award of work. The actual quantities can vary during the course of the contract.

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- 15 The tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs 20,000/- in BHEL receipt(as permissible under Income Tax Act) pay order or Demand draft only in favour of BHEL Jhansi .
- 16 On acceptance of tender earnest money will be treated as part of the security if applicable .
- 17 Bharat Heavy Electrical Ltd. Jhansi will return the earnest money, where applicable , to every unsuccessful tenderer request of the tenderer and after award of work to now successful bidder .
- 18 A tenderer shall submit the tender which satisfies each and every essential condition laid down in this notice , failing the tender will be liable to be rejected .
- 19 The Bharat Heavy Electrical Ltd . Jhansi reserve to themselves the right of accepting the whole or any part of the tenderer shall be bound to perform the same at his quoted rates .
- 20 Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the company /corporate on will not entertain any claim whatsoever in this respect .
- 21 This notice of tender shall form part of the contract documents
- 22 The contract may be awarded on overall lowest basis only.
- 23 Income Tax shall be recovered as per the applicable laws . Presently income tax @ Rs 2.266 % of gross value of bill VAT Tax @ 4% of gross value of bill (The cost material issued by BHEL shall be deducted for this purpose) will be recovered from the contractor's bills.
- 24 Failure to comply with any of the above conditions can result in termination of the contract , forfeiture of the security deposit. Penalties as may be decided and future blacklisting .
- 25 Offer must be submitted in a sealed cover . The cover should bear our Tender Notice number , due date of opening name of the bidder.
- 26 Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested .
- 27 Payment of stamp duty on security deposit as per stamp duty act 1998 shall be payable .

(Signature ,seal & date of issuing authority)

(Signature ,seal & date of contractor)



BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT

**TENDER
FOR**

Name of Work : Addition / Alteration in Quality testing lab in factory area.

- 1 To be submitted by 13:15 Hours on 3/03/2009 to ADM - Security Gate .
- 2 Tenders shall be opened in the presence of tenderers who may be present , at 14.00 Hours on 20/02/2009 in the of Sr Mgr -MM and Price bid shall be opened latter.

Issue to contractor

(hereinafter referred to as the Company/Corporation)

Name of contractor.....

I/We have read and examined the following documents related to the construction of
Name of Work : Addition / Alteration in Quality testing lab in factory area.

- (a) Technical cum commercial bid with following documents
Notice inviting tender
SCHEDULE A - List of material issue to the contractor
SCHEDULE B - List of Tools and Plant issue to the contractor
SCHEDULE C Schedule of minimum wages
SCHEDULE D Special conditions
SCHEDULE E Lead statement
SCHEDULE F Security Deposit
SCHEDULE G Reference to general condition of contract
- (b) PRICE BID
- © General Conditions of contract including Contractor's labor Regulation, Model Rules for labour Welfare and Safety appended to these conditions .
- (d) DSR 2007 Schedule of rates (referred is in the General Condition of Contract as Schedule of rates)

I/We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions cc or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant detail rates contained in schedule G.

The rates offered in price bid may be fixed under the terms and conditions of the contract and within the period (s) of com stipulated in Schedule "G" .

In consideration of I / We being invited to tender , I / We agree to keep the tender open for acceptance ~~Ninety~~ **Ninety (90)** days from the due date of submission there of and not to make any modifications in its terms and conditions which are not acc the Company/Corporation .

A cash of Rs 20,000/- (Twenty thousand only) is hereby forwarded in BHEL Cash receipt Pay order or demand draft only ; earnest money . If /we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of t which are not acceptable to Company/Corporation . I/we agree that the Company /Corporation shall , without prejudice to a right or remedy, be at liberty to forfeit 100 % of the said earnest money absolutely. Should this tender be accepted , I/we he agree to abide by and fulfill all the terms , conditions and provision aforesaid documents .

If ,after the tender is accepted , I/we fall to commence the execution of the works as provided in the Conditions, I / We agree the Company / Corporation shall , without prejudice to any other right or remedy : be at liberty to forfeit the said earnest moi absolutely .

Witness.....

Date

Address.....

Signature.....

in the capacity of

Duly authorized to signature the tender on behalf of (block Capitals)

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SCHEDULE "A"
MATERIALS FOR ISSUE TO THE CONTRACTOR

SL NO.	Particulars	Rate at which material will be issued		Quantity	Place of issue
		Unit	Rs		
1	2	3	4	5	6
1	Cement in 50 kg bags	50 kg bag	200/-	as per requirement	civil store
2	Steel structure	kg	40/-	as per requirement	Civil store

Signature of Issuing officer
Date

Signature of contractor
Date

SCHEDULE "B"
TOOLS , PLANT AND BUILDING TO BE HIRED TO THE CONTRACTOR

SL NO .	Particulars	number available	Hire charges per unit Per working day Rs	Frequency of maintenance	Value per unit	Place of issue
1	2	3	4	5	8	9
1	X Type quarter if available	.....	Rs. 500/- per months	.....	.....	.....
2	Type - II quarter if available	.....	Rs. 1000/- per months	.....	.....	.....
3	Store building if available	.....	Rs. 25/- per Sqm (plinth)	.....	.....	.....
Water charges , electrical charges actual basis / commercial charges.						

Signature of Issuing officer
Date

Signature of contractor
Date

SCHEDULE " C "

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE CONTRACT.

Service contracts shall only be awarded for the works on the following terms and conditions.

LABOUR LICENSE AND OTHER REQUIREMENTS:-

- 1.0 Labour license and other requirements in case of contractors working in BHEL, Jhansi and deploying 20 or more labours.
- 1.1 Contractor should possess valid labour license for the maximum number of contract labours deployed on any day in the region as per competent authority for carrying out the various activities mentioned in the contract document.
- 1.2 No. of labours in no case should exceed the quantity of labours mentioned in the service contract, it should be amended and renewed immediately in case required to do so.
- 1.3 The contractor shall deploy such number labours in the premises of BHEL, Jhansi, as required for completion of the contract. The labours so deployed shall be his own labours.
- 1.4 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labours mentioned in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.
- 1.A Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers in his rolls.
 - 1.A.1 The contractor should have worked in large/medium sized organization for at least three years.
 - 1.A.2 The contractor should possess valid labour license issued by licensing authority outside Jhansi region, in case he has worked outside Jhansi region and has deployed 20 or more workers in any organization.

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- 1.A.3 After being eligible to apply as per Para 1.A.2 if the contractor is awarded the contract then he should apply for Form the BHEL to obtain Labour License from Dy.Labour Commissioner, Jhansi and submit the same within 15 days from date of award of contract. Till then award will be treated as PROVISIONAL.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 1.7 The contractor should possess VAT/ TIN Number. The contractor shall not be disqualified from bidding in case the contractor does not have TIN No., however, he shall have to produce TIN No. before opening of price bid
- 1.8 **Stamp Duty** : Contractor should deposit stamp duty on security deposit as per Stamp Duty Act.
- 2 **APPOINTMENT AND ENTRY IN FACTORY PREMISES :**
- 2.1 The contractor shall deploy his own labours for carrying out the works contract awarded to him. At the time of appointment the contractor shall issue appointment letter along with terms and conditions of employment to his own labours.
- 2.2 The labours deployed in the manner as in 2.1 shall be allowed to enter the premises of the factory only if the terms conditions of employment is acceptable to them.
- 2.3 The contractor shall submit the following to HR, contracting department and CISF
- The details of the labour proposed to be deployed **annexure I.**
 - Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate a District Magistrate's Office.
 - Copy of employment card issued by contractor to his own labour.
- 2.4 After submission of documents as in Para 2.3, the contractor shall issue photo identity card to the labour and submit to the department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.5 The photo identity card shall have to be revalidated every month on 25th or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL
- 2.6 The contractor, besides the photo identity card shall also issue employment card to his own labours, at his own cost within a period of three days from beginning of employment in the format prescribed under Rule 76 of UP Contract Labour Rules, 1975. A copy of this format is annexed as annexure II, to these terms and conditions. A copy of this format shall have to be submitted by the contractor to the contracting department, HR department and CISF, as mentioned in Para 2.3.
- 2.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of UP Contract Labour Rules, 1975. A copy of this format is annexed as **annexure III.**
- 3 **BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES**
- 3.1 The contractor shall compile attendance everyday in respect of the labours deployed by him under the Service/job contract.
- 3.2 The contractor shall maintain an attendance card in respect of every labour deployed by him.
- 3.3 The contractor shall generate a daily statement in the prescribed format **annexure IV**, annexed to these terms and conditions of deployment. This statement shall be prepared by the contractor in three copies. One copy shall be for the department and another copy shall be forwarded to HR department. The third copy shall be retained by the contractor.
- 3.4 The contractor shall submit bills to the contracting department on 2nd of each month.
- 3.5 The contractor's bills should be accompanied with
- Copy of Measurement Book entries/Statement of work done by the Contractor
 - Statement of Minimum wages of labours deployed by him under the Service contract, PF/ESI no., statutory deduction in the format as in Annexure V annexed to these terms and conditions.
 - PF and ESI challans for previous month- separate for concerned Service contract
 - Wage payment sheet for the previous month
 - Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - Copy of Form 12A-regarding PF remittance
 - List of CL covered under accident insurance policy
 - Statement of material supplied by the contractor
 - Copy of Labour License
 - Challan of service tax payment (separate in respect of each service contract).

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- 3.6 The executing department shall pass the bills of the contractor, on 3rd of each month, after checking the document Para 3.5, above and forward them to HR department along with its statement **Annexure VI**, annexed to these terms and conditions. In case any discrepancy/non-compliance is detected then the contractor has to clarify the query within two days of intimation such discrepancy. In such cases bills shall be passed by the contracting department, within two days of receiving such clarification.
- 3.7 After Checking the Labour Laws Compliances with respect to the concerned service contract HR department after receiving copies PF and ESI Challans and wage payment sheet pertaining to previous month, Annexure V etc. (as mentioned in Para 3.5 a to J) will forward the bill along with requisite documents (the bill in original and service tax challan) to finance department. Finance department shall, on satisfactory compliances, on account of stamp duty charges and security amount, make payment as per schedule.
- 3.8 Finance department shall, on satisfactory compliance, and after deduction on account of Security amount and TDS make consolidated payment on 10th of each month.
- 3.9 The contractor shall issue pay slips to his labours, deployed for undertaking activities under the Service contract, on or before 10th of each month.
- 3.10 The contractor shall make payment to the his own labours/contract workers on 10th of each month. The payment of wages to the labours shall not be subject to payment against the bills.
- 3.11 The contractor shall remit the cheques favouring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 3.12 The contractor shall make payment of wages to his labours on due date in presence of an authorized representative of the contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.13 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly, the contractor shall have to produce documents as enumerated in Para 3.5 above, in respect of all labours deployed against the contract, for each month, separately, along with final bill(s). Para 3.7 shall not be applicable in such cases. The contractor shall be paid through cheque in his/firm's favour.
- 4 Provident Fund**
- 4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed at the time of joining.
- 4.2 In case the labour already has PF/Pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount when due.
- 4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.
- 4.5 **PF CONTRIBUTION :**
- | <u>Employee's Contribution</u> | <u>Employer's Contribution</u> |
|--------------------------------|--------------------------------|
| 12% of Normal wages paid | PF Contribution 3.67% |
| | Insp./Admn charges 1.10% |
| | Admn/Insp charges 0.01% |
| | Pension Fund 8.33% |
| | EDLI charges 0.5% |
- 4.6 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each labour deployed by him with a copy to HR and finance department.
- 5 EMPLOYEES STATE INSURANCE**
- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.
- 5.3 The contractor shall collect the identity card issued after submission of registration form, from ESI office and hand over to the concerned labour.
- 5.4 **ESI CONTRIBUTION :-**
- | Employee's Contribution | Employer Contribution |
|-------------------------|-----------------------|
| 1.75% of gross wages | 4.75% of gross wages |
- The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, 1948, deployed by him with a copy to HR and finance department.

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6 Bonus

The contractor shall be liable to pay statutory bonus under Payment of Bonus Act, 1965 and submit proof of the same. Reimbursement shall be made by BHEL.

7 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works contract. In case of loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7.2 The contractor shall not employ any person who has not completed his 18 years of age.

7.3 The contractor shall not employ any person who has attained 55 years of age.

7.4 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, whose opinion of such authorized BHEL official is involved in misconduct. Such person shall not be employed by the contractor without prior permission.

8 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting/availment of leave. Facilities as prescribed under the said rules should be maintained by the contractor.

9 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

9.1 The contractor shall at all times indemnify the company/corporation against all claims, damages or compensation provision of Factories Act, 1948, Contract Labour (R&A) Act-1970, payment of wages Act-1936 Minimum Wages Act-1948, Payment of Bonus Act-1965, Employees Provident Fund and Misc. Act-1952, Employees State Insurance Act-Employer's Liability Act-1938, Workman's Compensation Act-1923, Industrial Dispute Act – 1947, Maternity Benefit Act-1961, Inter State Migrant Workmen Act-1979, Payment of Gratuity Act-1992 or any modification thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident of injury to any worker or other persons in or about the work whether in the employment of contractor or not save the extent to which such accident or injury has resulted from any Act of the Company/ Corporation, its agents, or servants, and also against all costs/ claims and expenses of any suit, action or proceeding paid to compromise or settle any such claims.

10 GENERAL TERMS AND CONDITIONS :-

10.1 In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute, decision of concerned Head of the Department will be final.

10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without any reason thereof.

10.5 The Contractor shall get the character antecedent of his own labour verified from District Magistrate's office and submit the same to the management.

10.6 The contractor shall deposit an amount of Rs 56,600/- as security deposit in the manner as prescribed under Clause 10.6 of Works Policy of BHEL. This security deposit shall be liable to be returned to contractor after completion of contract fulfillment of contract and statutory obligations.

10.7 Security deposit will be released on submission of following certificates from departments mentioned as under:-

a. Completion of work and certification of payment of minimum wages to contractors labours from contracting department and after defect liability period.

b. Certificate of compliance of labour laws from HR department.
c. No-objection certificate regarding service tax payment,
d. Certificate of payment of bonus duly certified by concerned dept.

10.8 The contractor shall provide required safety equipments to the labours engaged by him.

10.9 Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.

10.10 The contract will commence on 15/03./2009 and will remain valid for a period of three month(s) till 14/06/2009. The contractor reserves the right to extend the contract on mutually agreed terms and conditions.

11.0 CONTRACTOR'S COMMISSION :-

If there is any change in Minimum Wages, Statutory contribution/Taxes/Duties (i.e. PF/EDLI, ESI, etc.) the same will be borne by the contractor.

12

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

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SCHEDULE " D "**SPECIAL CONDITIONS OF CONTRACT**

- 1 The BHEL General Conditions of contract shall an integral part of this contract . (The BHEL General condition of contract may l
seen in civil Office)
- 2 (2) The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract(GCC). Whenever
there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
- 3 The following General Conditions of Contract shall not be applicable; they shall be treated as deleted: 9(d), 34.A.2, 34.A.3, 34.A
34.A.5, 34.A.6, 34.A.7, 34.A.8, 34.A.9, 34.A.10, 34.A.11, 34.A.12, 51.1 (b), 51.2, 51.3, 52.1, 53(b).2, 53(c), 53(d), 53(e), 53(e).1
- 4 The contractor shall take necessary precautions for the safety of his workmen .The contractor will follow all safety ri
required in connection with execution of such type of works.
- 5 The contractor shall take proper care to avoid any damage to BHEL property . If any damage does take place , the
contractor will be fully responsible for the same .The decision of Engineer in charge in such case shall be final and
on contractor .
- 6 Water charges @ 1% shall be deducted form the bills.
- 7 The contractor will have to get his workman insured at his cost. Work order will be issued on productions of this do
the deptt.
- 8 The contractor shall make his own arrangement for his residing the supervisor near by the township for execution/i
work. If available the BHEL can provide the accommodation at commercial rent (electric charger and water charge e
as per rule.
- 9 The Workman Compensation Act , its implications , licensing and liabilities of Minimum Wages Act will be entirely
responsibility of the contractor .
- 10 The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge
- 11 No minor worker will be allowed to work .
- 12 The contractor is advised to take insurance policy to cover accident risk under Workmen's Compensation Act in res
workmen engaged by him .
- 13 The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residen
township .
- 14 Contractor will have to ensure that the work places are entirely cleaned .
- 15 In case any time contractor fail to arrange the work BHEL will deduct the expenses to make alternate arrangement
same .
- 16 The EMD of Rs 20,000/- deposited by the successful bidder shall be released after deposit or adjusted in Security.
- 17 **EXECUTION OF CONTRACT:**
17.1 The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of intent
by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the "Prescribed
form" as per GCC with BHEL within 15 days after the acceptance of his tender and in any case before the commencement
of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if
necessary shall be borne by the Contractor.
17.2 The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the
same with due expedition without delay.
17.3 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will
have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further
reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
17.4 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 18 Work shall be carried through out work period (contract period) without interruption due to any Sunday /holiday rc
clock and contractor has to make suitable arrangement for the same without any extra compensation .
- 19 The contractor has to obtain registration no service tax code & account code etc from commissionerate of central e
and service tax , Kanpur without which tender shall not be issued . He shall have to comply with the requirement of
commissionate .
- 20 The payment shall be made on the basis of measurement only as per unit given in schedule . The contractor or hi
supervisor /authorized person maintained a register and entry the work /measurement immediately and verified dai
the work by BHEL supervisor .
- 21 **MEASUREMENT OF WORK AND MODE OF PAYMENT**
21.1 All payments due to the contractor shall be made by `Electronic Fund Transfer`. For this purpo
the contractor has to give his account details in the standard format to be provided by BHEL Jhansi

(Signature ,seal & date of issuing authority)

21.2 All payments will be made as per "Price Schedule" only after completion of that work. The same shall be entered in measurement Book as running account (RA bill) & both the party will sign in that.

24.3 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I.Tax, Service tax, VAT, Stamp duty on S.D, Water charges etc.

21.4 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

21.5 The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.

21.6 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.

21.7 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE : Normally it takes approximately 60 days for the payments to be released by BHEL after receipt of the measurements.

- 22 In all cases of disputes emanating from and in reference to this agreement contract and all questions, disputes for or against of any kind whatsoever arising out of or relating to this agreement contract the matter/dispute shall be referred to the sole arbitration of Executive director/Group general manager/General Manager of BHEL, Jhansi or any other person (including an employee of BHEL) even though he had to deal with the matter relating to this agreement contract nominated by the said Executive Director/GGM/GM to act as sole arbitrator. The arbitrator shall be under the arbitration and conciliation act of 1996 and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. No person other than the above or his nominee can act as an arbitrator. The venue of arbitrator shall be at Jhansi or the place decided by the arbitrator. The award of the arbitrator shall be final and binding on the parties of this agreement. The court at Jhansi only should have jurisdiction in the case/matter.
- 23 The works have to be carried out as per CPWD specifications 1977, Wherever CPWD specifications are silent, the works shall be carried out as per BIS specifications. In case of defective work BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified at contractor's cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such work and the contractor shall have no claims over such defective work allowed on reduced rates. For cement wastage upto 3%, Reinforcement steel up to 3% and Structural steel 5% shall be allowed and charged at issue rates. Over and above the above quantity the deduction will be at double the issue rates. The steel scrap returned to BHEL shall be paid for Rs 5000 per tonne.
- 24 The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by the engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90% of them shall be returned to BHEL at BHEL stores in good condition for any payment therefore. If the total quantity of 90% empty cement bags are not returned by the contractor, the same shall be recovered at the rate of Rs 3/- per bag from the bills.
- 25 Electric power for the legitimate use in the work shall be provided free of cost.
- 26 In case an electrical contractor is simultaneously working with the civil contractor, the civil contractor shall coordinate the work in such a fashion that the surface of the wall or floor is finished smoothly and no patches or broken edges remain. In other words the civil contractor shall make good the damages etc. arising due to electrical wiring, conduits, switchgear, main switches, electric meters etc.
- 27 Necessary quality checks for material as like bricks, steel, sand concrete, sanitary fittings, pipes & pipe fittings etc shall be conducted as per BIS/CPWD specifications. The cost for these tests shall be borne by the contractor.
- 28 The quantity of each item has been mentioned in the tender on tentative basis. The actual quantity will be as per work given. The quantity may vary as per requirement. The contract may be awarded on overall lowest basis only.

(Signature, seal & date of issuing authority)

(Signature, seal & date of contractor)

SCHEDULE " E "
LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	Cement	BHEL Store	1 KM
2	Steel Structure	BHEL Store	1 KM

Signature of contractor

Signature of Issuing officer

SCHEDULE " F "

Security Deposit

Security Deposit – As per Work policy

Security Deposit should be collected from the successful tender. The rate of Security Deposit will be as below

Upto Rs 10 lakhs	10%	Rs.	56600
	<u>Total Security</u>	Rs.	56600

The security deposit will be collected before start of the work by the contractor :-

- (i) Cash (as permissible under the Income Tax Act)
- (ii) Pay Order, Demand Draft in favour of BHEL, Jhansi.
- (iii) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Jhansi discharged on the back).
- v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act shall be for a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the form of security. The Bank Guarantee format should have the approval of BHEL, Jhansi.
- 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 Jhansi, 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 a maximum of 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tender can be converted and adjusted against the security deposit.
- ix) The Security Deposit shall not carry any interest.

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

I/we agree with the above

(Signature ,seal & date of issuing authority)

SCHEDULE " G "

Reference to general condition of contract

Condition No .				
3(b)	Accepting Authority			MGR - FCX
3 (i)	Market Rate percentage addition to cover overheads and profit.			
9	Earnest money : security deposit			
	(a) Estimated cost of the works			Rs 5.66 lakhs
	(b) Earnest money -			Rs 20,000 /-
	(c) Security deposit The rate of security deposit as below			
	Upto Rs 10 lakhs	10%	Rs.	56,600/-
		Total Security	Rs.	56,600/-
10 (iv)A (A)	Permissible deviation limit for any contract item , substitute item or contract -cum substituted item in excess of the original value of the item (Applicable percentage Rate Contracts)			25 percent or Rs 20,000 whichever is higher
10 (vi)A (b)	Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only)			-
10 (vii)A (c)	Permissible deviation limit for items of work not already included in the contract .			10%
11 (vii)B (a)	Permissible deviation limit for an individual trade item			-
12	Suspension of work			
12 (b) (ii)	Percentage payable to cover Contractors indirect expenses suspension exceeding thirty days and not exceeding 3 months			NA
(c)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months .			NA
13	Time allowed for execution of work			Three months
13 (h)	Authority competent to decide if " any other cause ' of delay beyond Contractors 's Control .			AGM -WE&S
32	Authority competent to reduce compensation amount			AGM -WE&S
33	Defects liability period.			Twelve months
57	Authority for appointing arbitrator			Unit Head

(Signature ,seal & date of issuing authority)

(Signature ,seal & date of contractor)



**BHARAT HEAVY ELECTRICAL LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT**

PRICE BID (Two pages)

Name of Work : Addition / Alteration in Quality testing lab in factory area.

S.No.	Ref: DSR 2007	Description of Items	Unit	Qty	Rate DSR 2007	Rate offered by contractor in percentage (above / below of DSR 2007)
1	6.4.2/99	Brick work with FPS bricks of class designation 75 kg / sq cm (II nd class kanpur brick) in Super structure 1:6 (1 cement : 6 fine sand) upto floor five level .	Cum	1.5	2357.40	% Above / Below for S. No. 1 to 11
2	11.36/177	P& laying 1st quality Ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-charge including skirting, risers of steps and dados over 12mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 303kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	Sqm	49	556.60	
3	11.37/177	P& laying Ceramic glazed floor tiles 300 x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS:15622 of approved make in all colours such as White, Ivory Grey, Fume Red Brown laid on 20mm thick Cement mortar (1 cement : 4 coarse sand) including pointing the joints with white cement and matching pigment etc. complete.	Sqm	18	598.65	
4	13.1.2/201	Plaster -12 mm thick in 1:6 (1 cement : 6 fine sand)	Sqm	6	67.65	
5	13.2.2/201	Plaster -15 mm thick in 1:6 (1 cement : 6 fine sand)	Sqm	7	78.55	
6	15.7.4/226	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge. In cement mortar	Cum	3	310.75	
7	15.56/231	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	Sqm	36	8.20	
8	17.1.1/263	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast Iron P or S trap, 10 ltr low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : White Vitreous china Orissa pattern W.C. pan of size 80x440mm with integral type foot rests.	Nos	2	2304.65	
9	17.4.2/263	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete including painting of fittings and brackets, cutting and making good the walls and floors wherever required : Range of two urinal basins with 5 litre white P.V.C. automatic flushing cistern.	Nos	1	3393.60	
10	17.7.2/264	Providing and fixing wash basin with C.I. brackets, 15 ltr C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required : White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap.	Nos	1	1201.70	
11	.....	Any or all items not covered above	Basic Value	1	3500.00	
		Sub Total "A" in Rs				

(Signature ,seal & date of issuing authority)

(Signature ,seal & date of contractor)

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BHARAT HEAVY ELECTRICAL LIMITED , JHANSI
FACTORY CIVIL DEPARTMENT
PRICE BID

Name of Work : Addition / Alteration in Quality testing lab in factory area.

Non schedule items						
S.No.	ex item no	Description of Items	Unit	Qty	Rate offered by contractor	Amount
12	EX-1	P/F aluminium doors. Outer frame shall be made out of 63.00x38.00x1.75mm rectangular sections weighing approx 1.0 kg/meter. 5mm thick wave/ bubble free plain/Tinted glass (as per requirement) shall be provide in top panel covering approximate 50% area of the shutter. 12mm thick Novapan board side laminated board white / gray, shall be provided covering approximate 50% area of the shutter . Double action floor spring(big size) /door closer (as per requirement) of Everite or equivalent make as approved shall be provided. Lock, handle tower bolt of good approved quality shall be provided. Shutter shall be provided with good approved quality neoprene weather strips. Good/ approved quality rubber gasket shall be used in the glazing .	Sqm	15		.....
13	EX-2	P/F aluminium partition frame shall be made out of 63.00x38.00x1.75mm rectangular sections weighing approx 1.0 kg/meter. 5mm thick wave/ bubble free plain/Tinted glass (as per requirement) shall be provide in top panel covering approximate 50% area of the shutter. 12mm thick Novapan board side laminated board white / gray, shall be provided covering approximate 50% area of the shutter .	Sqm	166		.....
14	EX-3	Providing & fixing false ceiling with 12 mm thick semi perforated gypsum board ceiling tile size 595 x 595 mm having 2-3 mm deep regular perforations (weight: 7 kg / Sqm) painted with 1 or more coats of decoplast white colour with one coat primer to a grid (suspended ceiling grid system). Grid made from main runner section of size 24 x 38 x 0.35 mm thick hot dipped galvanized steel body, cross T-section of size 24 x 38 x 0.30 mm thick hot dipped galvanized steel body, perimeter wall angle size 24 x 24 x 0.43 mm thick including 0.5 mm thick precoated galvanized steel. This grid should be made proper inter locking & joggles to insure minimum floating effects of panels. suitable grid to be made for light fittings as per requirements & direction of engineer in charge. The grid size 600 mm center to center both ways square. The frame work shall be suspended from ceiling by level adjusting hangers of 4 mm dia M.s. rod fixed to roof slab by means of ceiling / soffit cleats fixed with rawal plug and as per required steel screw. The work shall be complete labour & materials complete finished basis.	Sqm	105		.....
15	EX-4	Providing and fixing homogeneous polyvinyl chloride sheet/tile in flooring and skirting in approved pattern on a smooth and damp proof base using rubber based adhesives of approved quality and manufacturer like dunlop S -758, Fevicol SR 998 or equivalent including rolling with light wooden roller weighing about 5kg. all complete as directed by Engineer- in - charge , in approved colour and shade.	Sqm	128		.....
		Sub Total B in Rs				
		Total (A+B) in Rs				
		Service Tax extra @ 4.0788% in Rs				

(Note- -.Item no 1 to 11 must be offered in % below /above on CPWD DSR- 2007 and item no 12 to 15 in item rate).

Note : Contractor should not offer their rate in this blank price bid.

(Signature ,seal & date of issuing authority)

(Signature ,seal & date of contractor)