

**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Governement of India Undertaking)**

**P.O. BHEL Jhansi 284120**

**Department : Factory Civil**

**TENDER DOCUMENT**

**FOR**

**(Issuing stability certificate and getting the works of approval of plans of the BHEL factory done through competent person approved from Directorate of factories UP Kanpur.)**

**Tender Enquiry No.  
HR/ TE / 06 / 02/R**

**DETAILS OF TENDER DOCUMENT**

TENDER NO.	H	R	T	E	06	02							R			
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BHEL JHANSI is in the process of finalizing the Works Contract for Issuing stability certificate and getting the works of approval of plans of the BHEL factory done through competent person approved from Directorate of factories UP Kanpur.

**The tender document has been detailed as follows:**

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Tenderers (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) Contractor's obligations (Annexure F)
- g) Other General Terms and Conditions (Annexure G)
- h) Criteria for measurement of work (Annexure H)
- i) Technical Bid Application (Annexure I)
- j) Price Bid (Annexure J)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for **Tender No. FCX/TE/06/02/R DATE: 25/11/2016**" should reach us in a sealed cover on or before **16/12/2016 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office  
Administrative Building  
Bharat Heavy Electricals Limited  
Jhansi-284120.

**Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

**NOTE :TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**

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**NOTICE INVITING TENDER**

**1. SCOPE OF WORK** : Issuing stability certificate and getting the works of approval of plans of the BHEL factory done through competent person approved from Directorate of factories UP Kanpur

- 2. Tender Evaluation Criteria** : As per Annexure – D
3. Duration of the Contract : Six Months from award of work
4. Value of Work : **Rs 8.00 lakhs**
5. Other specific requirements : As per Tender
6. Last date of receipt of the Tender : **up to 13:15 hours on 16/12/2016**
7. Date of opening Tender : **14.00 hours on 16/12/2016**
8. Address for receipt/issue of Tender Documents : **Bharat Heavy Electricals Limited  
Jhansi**
9. Earnest Money Deposit : **Rs. 16,000/- (Sixteen Thousand only)**
10. Cost of Tender Document: **Rs. 200 + VAT (as applicable, current rate 14.5%) =  
Total Rs. 229/- (In Words Rs. Two hundred twenty-nine rupees only.)**

**Note:**

*For works/ services with estimates upto Rs 10 Crs 2% of the estimated cost  
For works/ services with estimates more than Rs 10 Crs 20 lakhs plus 1% of the estimated cost over Rs 10 crs.*

*The EMD may be accepted only in the following forms:*

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)*
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)*
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)*
- In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh may be accepted*

*in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.*

*The contractors may physically visit the work place before quoting their rates. For relevant details please*

*visit our website "www.bhel.com" & www.bheljhs.co.in*

*(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of "BHEL, Jhansi" along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid)*

11. Security Deposit: Refer Annexure G

**WORK SPECIFICATION****DETAILS OF WORK**

S. No.	Description of Items	Unit
1	Preparation of the site plan (more than 50 plans shall be prepared after actual site measurement, detailed plans and sections for all the rooms including work rooms, office blocks, labs, stores, verandahs, bathrooms, stairs cases, latrines as per actual size. The machine installed in the work room shall be plotted as per machine chart indicating the name of the machines, area covered and the installed power and place. making questionnaires, filling in form No. 1 and flow charts etc. as per the Act. Providing stability certificate for constructed structures. Arranging to get all the above submitted to Directorate of Factories UP Kanpur and getting the final approval.	Complete job work

**QUALIFYING REQUIREMENTS**

1. Should have PAN number
2. Should have Service Tax number (PAN based)
3. Self Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
4. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
5. Competent person should be approved by the Directorate of Factories UP Kanpur.
6. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I
7. **i) Average Annual financial** turnover during the last 3 years, ending 31<sup>st</sup> March 2016 should be at least **Rs. 2.40 Lakhs**. (Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document).  
  
ii) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.  
  
iii) **Qualifying Requirement** – The competent person approved from Directorate of Factories UP. should have the experience of making stability certificate and getting approval of plans for at least three govt industries. For that the competent person shall produce the certificate and proofs.

**INSTRUCTIONS TO TENDERERS**

Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).

1. The tender is to be processed in two parts viz. 1) Techno Commercial bid and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope super scribed as "Tender for **HR/TE/06/0-2/R TECHNOCOMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "**(Issuing stability certificate and getting the works of approval of plans of the BHEL factory done through competent person approved from directorate of factories UP Kanpur) PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and super scribed as "TENDER FOR TENDER NO **HR/TE/06/02/R DUE DATE OF OPENING 16/12/2016**". The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's /clients place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc (if applicable). However service Tax shall be payable extra as applicable.
6. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).
7. The rate quoted will be valid for the period of contract.
8. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

**TENDER EVALUATION CRITERIA**

**The evaluation of the Tender will be carried out as follows:**

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate / price bid.
3. The consultant shall be awarded the work on over all L-1 basis (i.e lowest Grand Total of Price bid at Annexure J) if otherwise not specified in the tender.

**CONTRACTOR'S OBLIGATIONS**

**A) CONTRACTUAL**

Towards selection, control and supervision of employees

- 1) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- 4) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

10) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

11) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.

12) Tools, tackles and materials: Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.

**B) Towards statutory liability**

1. As mentioned in the terms and conditions enclosed as Annexure 'F' of this contract.
2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

**C) Towards Finance**

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per Letter of intent issued to successful bidder.

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.****1 SECURITY DEPOSIT**

The amount of Performance Security Deposit shall be 5 % of the Contract Value. The EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

The balance amount of Security Deposit may be deposited in any of the following forms

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Schedule Banks (subject to realization)/ pay Order/ demand Draft / Electronic Fund Transfer in favour of BHEL.
- c. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in name of Contractor furnishing the security and duly endorsed / hypothecated / pledged as applicable, in favour of BHEL

h) The Performance Security Deposit shall not carry any interest.

e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.

f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.

g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. Of BHEL under receipt in duplicate with copy of receipt submitted to department.

h) The Performance Security Deposit shall not carry any interest.

**2 Stamp duty applicable as per Indian Stamp Act 1998 is as follows:-**

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

**3 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

**(a) Labor License**

- i) Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.

**(b) Group Insurance Policy**

- i) Contractor shall buy Group Accident Insurance policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The Maximum coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

**4 APPOINTMENT AND ENTRY IN FACTORY PREMISES:**

4.1 The contractor shall submit the following to HR, contracting department and CISF

- (a) The details of the worker proposed to be deployed.
- (b) The entry shall be accorded through special entry pass issued by CISF if required Biometric pass will be issued to the contractor / his staff for entering factory & ADM building. The person requesting entry must passes valid identity card, recent photographs.

4.2 The entry of contractor's worker in factory premise shall be through authorized gate pass. The contractor shall ensure issuance of authorized gate pass through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time office section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

**5 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTEGRITY PACT**

A. BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

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payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

b. That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

d. In case of contract estimate is equal to or more that Rs. 10 Crore Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

**6. OTHER GENERAL TERMS AND CONDITIONS:-****Legal compliance**

a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time (Wherever applicable). For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

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

c) 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.

d) 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 assigning any reason thereof.

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

i) Completion of work and issue of all required stability certificate, approved of plans from directorate from Kanpur.

ii) 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.

**7. Risk & Cost:** If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

I/We agree with the above

Signature of contractor with Seal

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Executive In-Charge

**8. SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.:-**

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

**9. CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

**10. TERMINATION**

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

**11. SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

**12. JURISDICTION**

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

**13. ARBITRATION:-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

**INFORMATION TO TENDERERS**

Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work – Issuing stability certificate and getting the works of approval of plans of the BHEL factory done through competent person approved from Directorate of factories UP Kanpur. The work is estimated to cost **Rs. 8.00 Lakhs**. This estimate, however is given merely as a rough guide

1- The works are required to be carried out for a period of **Six Month** from the fifteen days after the date on which the Engineer-in-charge issues written orders to commence the work.

2- 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 dose all such tenders shall be liable to be rejected.

3- The **AGM – (HR)** shall be the Accepting Officer hereinafter refers to as such for the purpose of this contract.

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4- 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 from **26/11/2016 to 15/12/2016** between 9 am to 3 pm in the office of "Welfare Officer" BHEL Jhansi.

5- Tenderers are advised to inspect and examine the site and its surroundings. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

6- 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, tools and plants etc will be issued to him by the company corporation and local conditions & other factors bearing on the execution of the works.

7- A tenderer should quote in figures as well as in word rate (s) tendered. 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 figure of rupees and the words. 'Paisa" after the decimal figures e.g. Rs 2.15 and in case of words, the words 'Rupees' should precede and the words 'paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only " it should invariably be upto two places of decimal.

8- The work shall be awarded to the overall lowest bidder.

9- The tender shall be accompanied by earnest money (unless exempted from depositing it) of **Rs (16,000/-)** in BHEL cash receipt (as permissible under Income Tax Act) pay order or Demand draft only in favour of BHEL Jhansi. The contractors who have deposited one time EMD as per BHEL system are eligible to participate. However they must prudence certificate of deposit one time EMD is valid for the duration of the contract.

10- On acceptance of tender earnest money will be treated as part of the security if applicable.

11- Bharat Heavy Electricals Ltd. Jhansi will return the earnest money, where applicable, to every unsuccessful tendered on the request of the tendered and after award of work to now successful bidder.

12- A tenderer shall submit the tender which satisfies each and every essential condition laid down in this notice, failing which the tender will be liable to be rejected.

13- The Bharat Heavy Electricals Ltd. Jhansi reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.

14- Sales Tax or any other tax on materials in respect of this contract if applicable shall be payable by the contractor and the company /corporate on will not entertain any claim what so ever in this respect.

15- This notice of tender shall form part of the contract documents.

16- Income Tax shall be recovered as per the applicable laws, from the contractor's bills.

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17- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalty as may be decided and future blacklisting.

18- In case more than one contractor quote the L1 (Lowest and technically accepted) rates, the work may be awarded through draw of lottery.

19- For the purpose of stay of contractor, their representative at Jhansi, BHEL Guest House / Transit Flat / Quarter in BHEL Township may be provided on chargeable basis as per Company Policy.

20- All facilities for carrying out the work like office space, IT hardware like PC with MS Office software, internet connectivity, printer etc will be provided by BHEL free of cost. However if software tools like AUTOCAD are required for work, the contractor should bring their own laptop with the software installed.

**DECLARATION**

I/We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the 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 completion as stipulated in Schedule "F".

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

A cash of **Rs. (16,000)** is hereby forwarded in BHEL Cash receipt Pay order or demand draft only as earnest money. If /we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to Company/Corporation. I/we agree that the Company /Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provision aforesaid documents.

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

**COMPENSATION FOR DELAY (L D CLAUSE)**

If the contractor fails to maintain the required progress as per contract or to complete the work on or before the contract. Or extended date – period of completion, he shall, without prejudice to any other right or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in contract or that the work remains incomplete.

This will also apply to items and groups of items for which separate period of completion has been specified.

**Completion period (as originally stipulated)**

- Not exceeding 6 months. @ 1 percent per week
- Exceeding 6 months and not exceeding 2 years @ 1/2 percent per week
- Exceeding 2 years @ 1/4 percent per week

I/We agree with the above  
Signature of contractor with Seal

Executive In-Charge

Provided always that the total amount of compensation for delay to be paid under the condition shall not exceed the under-noted percentage of the contract value or of the contract value of the item or group of item of work for which a separate period of completion is given.

**Completion period (as originally stipulated)**

- Not exceeding 6 months. @ 10 percent
- Exceeding 6 months and not exceeding 2 years @ 7 ½ percent
- Exceeding 2 years @ 5 percent

The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company/ corporation.

**RETURN OF SECURITY DEPOSIT**

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Additionally, the contractor is required to submit documentary proof of payment of all dues including PF, ESI contribution of workers employed for the work and deposit receipts of Service Tax, prior to release of Security Deposit.

**Annexure 'H'****MEASUREMENT OF WORK AND PAYMENTS THEREOF.**

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.

<b>S. No</b>	<b>Description of Items</b>	<b>Unit</b>
1	Preparation of the side plan (more than 50 plans shall be prepared after actual site measurement, detailed plans and sections for all the rooms including work rooms, office blocks, labs, stores, verandahs, bathrooms, stairs cases, latrines as per actual size. The machine installed in the work room shall be plotted as per machine chart indicating the name of the machines, area covered and the installed power and place. making questionnaires, filling in form No. 1 and flow charts etc. as per the Act. Providing stability certificate for constructed structures. Arranging to get all the above submitted to Directorate of Factories UP Kanpur and getting the final approval.	Complete job Works

I/We agree with the above  
Signature of contractor with Seal

Executive In-Charge

2. The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract as under.

<b>Stage</b>	<b>Description of work in Stage</b>	<b>% payment of total contract value payable at completion of Stage</b>
I	Preparation of the site plan (more than 50 plans shall be prepared after actual site measurement, detailed plans and sections for all the rooms including work rooms, office block, labs, stores, verandahs, bathrooms stairs cases, latrines as per actual size.	10%
II	The machines installed in the work rooms shall be plotted as per machine chart indicating the name of the machines, area covered and the installed power and place.	10%
III	Making questionnaires, filling in form No. 1 and flow charts etc. as per the Act.	10%
IV	Providing stability certificate for constructed structures	10%
V	Arranging to get all the above submitted to Directorate of factories/UP Kanpur and getting the final approval.	10%
VI	Submitting approved Plans obtained from Directorate of Factories to BHEL	50%

The contractor shall submit their bill after the completion of each stage, which will be verified and passed by payment by Executive-in-charge of the concerned department. Necessary deductions like Security Deposit, Income Tax, etc shall be from the contractor's bills before releasing the payment. In case Service Tax is remitted to the contractor, they will have to submit quarterly Challans as proof of deposit of Service Tax.

It will be the responsibility of the contractor to follow all statutory laws, acts and regulations in matters of appointment and payment of wages to contract workers deployed by them inside BHEL factory area for this work.

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----**

**(A) 1 Essential Documents Required**

1. Name of the firm/Business : -----

2. Name of the Proprietor/Partners : -----

3. Address and Contact Numbers : -----

4. PAN/TAN Number : -----

5. Service Tax Number(PAN Based) : -----

6. Audited financial statement/BS/

CA Certificate as per tender : Enclosed / Not Enclosed

9. Experience Certificate : Enclosed / Not Enclosed

**(Along with copy of work order/LOI)**

10. No. of Workers including Supervisors

on the rolls of the firm : -----

11. Earnest Money Deposit : Rs. -----

a) D.D. Number & Date : -----Date-----

b) Drawn on (Bank) : -----

12. Any other relevant information : -----

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13. Tender Cost : Rs. \_\_\_\_\_

D. D. No. /Receipt No : \_\_\_\_\_

:: 2 :

14. Validity of offer : At least 90 days from the date of tender Opening.

15. Blank Price bid format : Enclosed/Not Enclosed

**(B) Desirable:**

1. ESI Code Number : \_\_\_\_\_

Copy of the PF Certificate : Enclosed / Not Enclosed

2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed

3. UP VAT/TIN No. and / or CST No. (Whichever is applicable): Copy of Certificate Enclosed / Not Enclosed

(To be submitted only in case where material transaction is involved)

**We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.**

Signature with Name  
& Office Seal

Date:

**NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**

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**BLANK PRICE BID**

<b>S. No</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Rate Quoted by Contractor</b>	<b>Amount</b>
1	Preparation of the side plan (more than 50 plans shall be prepared after actual site measurement, detailed plans and sections for all the rooms including work rooms, office blocks, labs, stores, verandahs, bathrooms, stairs cases, latrines as per actual size. The machine installed in the work room shall be plotted as per machine chart indicating the name of the machines, area covered and the installed power and place. making questionnaires, filling in form No. 1 and flow charts etc. as per the Act. Providing stability certificate for constructed structures. Arranging to get all the above submitted to Directorate of Factories UP Kanpur and getting the final approval.	Complete job Works		
	<b>Total</b>		<b>Rs.</b>	
<b>IN WORDS</b>				

**Service Tax Extra as applicable****Contractor should not offer rates in blank price bid**

## Annexure "J"

## PRICE BID

S. No	Description of Items	Unit	Rate Quoted by Contractor	Amount
1	Preparation of the side plan (more than 50 plans shall be prepared after actual site measurement, detailed plans and sections for all the rooms including work rooms, office blocks, labs, stores, verandahs, bathrooms, stairs cases, latrines as per actual size. The machine installed in the work room shall be plotted as per machine chart indicating the name of the machines, area covered and the installed power and place. making questionnaires, filling in form No. 1 and flow charts etc. as per the Act. Providing stability certificate for constructed structures. Arranging to get all the above submitted to Directorate of Factories UP Kanpur and getting the final approval.	Complete job Works		
	<b>Total</b>		<b>Rs.</b>	
<b>IN WORDS</b>				

**Service Tax Extra as applicable**