



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No : FCX/ TW/08/13/R

For

(Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area)

Contact Person :

Name : K.D. Gupta

Désignation : Sr. MGR

Email : kdgupta@bhel.in

PH : 0510 – 241 – 2385

Or

Name : C L Malav

Designation :Dy. MGR

Email : CLmalav@bhel.in

PH : 0510 – 241 – 2650

Tender Due Date : 06/07/2018 at 13 :15 Hrs

Tender Opening Date : 06/07/2018 at 14 :00 Hrs

Rev Date	Short details of revision (In case of revision in tender document, otherwise NA)
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Department Factory Civil
BHEL, PO : BHEL, Jhansi 284120 (UP)



BHEL JHANSI

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

Department: Factory civil

TENDER DOCUMENT

TENDER NO. FCX/TW/08/13/R

DATE:- 14/06/2018

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PARTII: PRICE BID

(Separate envelope)

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We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

NOTICE INVITING TENDER





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BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

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1- NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Name of work	Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area
2	Estimated Value	Rs. 26.05 Lakhs
3	Tender Evaluation Criteria	(as on page # 24)
4	Duration of the Contract	Eight months
5	Last date of receipt of the Tender	(as on page # 1)
6	Date of opening Tender	(as on page # 1)
7	Address for submitting the tender	(as on page # 5)
8	Earnest Money Deposit (EMD)	Rs. 52102/- (Fifty Two Thousand One Hundred Two only)
9	Cost of tender (Non refundable)	Rs. 1000 plus (GST as per actual payable at BHEL cash office through POS machine or RTGS/ NEFT/IMPS/EFT/ECS in BHEL account mentioned below)
10	Validity of Offer	120 days
11	Security Deposit	(as on page # 34-35)
12	Defect liability period	Two years from actual date of completion

Note:

The EMD may be accepted only in the following forms:

- Electronic Fund Transfer credited in BHEL account (before tender opening)
BHEL account details: Bank Name: - SBI; A/c No. :- 10670828866 ; IFSC Code:- SBIN0003807 A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED
- At BHEL cash office through POS machine **No Demand Drafts shall be accepted.**

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”

Note : BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright.

The techno-commercial bid comprising (i) all its sections, (ii) all enclosures in support of various clauses and requirements and (iii) EMD, shall be duly signed and sent in a sealed envelope boldly super-scribing “PART-I TECHNO COMMERCIAL BID FOR **Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area.**”). Similarly the Price-Bid must be duly signed and sent in a sealed envelope boldly super-scribing “PART-II PRICE BID FOR **Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area**”. Both these envelopes shall be placed inside 3rd sealed envelope super-scribing” duly signed and sent in a sealed envelope boldly super-scribing “**Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area.**”

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The tender shall be addressed to as follows :

K.D. Gupta
Sr. MGR – Factory Civil Department
BHEL, JHANSI - 284120
Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.
If submitted personally

Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284120 (U P)

Or if sent through Courier / Post

Office of
Shri K D Gupta
Sr. Manager
Factory Civil Department
BHEL, JHANSI - 284120
PH NO. 0510 2412385, FAX NO 0510 2412119

Part-I Techno Commercial bid:

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (x).

NOTE:

- A. No tender with any conditions/ deviation will be accepted.
- B. Late tenders will not be accepted.

Part-II Price bid:

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))

**Name and designation of Authorized Person(s)
Signing the tender on behalf of the tenderer**



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BRIEF DESCRIPTION OF WORK



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2.0 Brief Description of Work / Scope of work

The project/ work site is located inside BHEL Jhansi factory. BHEL Jhansi approximately 15 km from Jhansi railway station at Jhansi Lalitpur Highway. The bidder are advised to take into account all factor and any fluctuation in the market rates etc. having effect in the prices. It is advise to contractor before submission of tender proper assessment of site and working conditions may be done. The work shall be carried out in production shops, and the site will be available for working as per time schedule mention in contract / final time schedule as decided by BHEL before start of work without disturbing the ongoing production activities. The work will be carried out at Bay 9 (Main Transformer assembly shop), Bay 11 Main Transformer Winding shop, Bay 4 (winding shop), CDC (central dispatch cell). This work will be executed for preparatory work for the main works to be carried out at aforesaid locations such as epoxy flooring (for smooth movement of aero-caster and cleanliness), roof & wall sheeting (foundation for sheeting columns) of etc. The contract for main works will be awarded separately.

- 2.1 The scope of work including supply of materials other than those specified in schedule B of tender shall, broadly, include but not be limited to the following:
- 2.1.1 Demolishing of RCC floor and relaying the same by concrete upto required level and gradient to act as under layer for laying of epoxy floor.
 - 2.1.2 Demolishing of RCC floor and excavation for foundation to erect the side-sheeting column.
 - 2.1.3 Dismantling of structural steel in railings, partitions, doors, windows, base plates, barricades, roofing, walls etc.
 - 2.1.4 Fabrication and erection of structural steel for minor changed in layout of existing structures.
 - 2.1.5 RCC work in foundations.
 - 2.1.6 Aluminium work in partitions, doors, windows etc.
 - 2.1.7 Brickwork in wall and miscellaneous work such as closing of gaps, door/window openings, modification in existing structure and finishing the same by cement plaster including demolishing of brickwork if required.
 - 2.1.8 Laying of cement concrete flooring with metallic hardener topping (52 mm flooring) in required level and gradient.
 - 2.1.9 Pressure grouting below base plate, foundation bolt, pockets etc. with GP2 Sika grout or equivalent.
 - 2.1.10 Treatment of existing concrete floor by micro concrete as per process mentioned in respective item of price schedule A.
 - 2.1.11 Painting of existing wall of approved color and shade including putty wherever required.

Note:- It is advised that the bidder visit the Jhansi plant and physically see the work area/areas in order to have visualization of the work content involved for the above works. (also refer to clause 3.10 & page no. 11)



Maharatna Company
BHEL JHANSI

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QUALIFYING CRITERIA



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3.0 QUALIFYING CRITERIA

The work is specialized in nature, which requires skillful workmanship & timely completion. All the following criteria will necessarily have to be met on individually basis:

3.1 The Bidder should have an Average Annual financial turn over during the last 3 years, ending 31st March 2018 not less than **Rs. 7.82 Lakhs**. Provisional turnover for the financial year 2017-18 duly certified by C.A. shall also be acceptable for evaluation purpose.

3.2 The bidder should have the experience of successfully completing similar works during the last seven years ending 31.05.2018 amounting to values mentioned as under in a completed contract. (running contract in a BHEL unit will acceptable along with certificate of satisfactory work performance from Engineer – in- Charge)

Three similar completed works each costing not less than the amount equal to **Rs. 10.42 lakhs**.
Or

Two similar completed works each costing not less than the amount equal to **Rs 13.02 lakhs**.

Or

One similar completed work costing not less than the amount equal to **Rs 20.84 Lakhs**.

Definition of similar work(s): Similar work means any type of civil construction and maintenance work.

Note: - Documentary proof (work order, schedule of items of work and completion certificate) for the experience to be submitted along with technical bid. In case of experience of private sector relevant TDS certificate/ Traces must be attached as evidence.

3.3 COMPLETION SCHEDULE

- 3.3.1 On intimation by BHEL through Fax or E-mail for issue of LOI, the contractor has to immediately act upon for completing the formalities of signing of agreement along with deposition of initial security deposit within time specified in LOI. The contractor has to plan in parallel for initial mobilization of resources so as to commence the work by the date of commencement as specified in the work order (which is usually 15 days from the date of issue of LOI). Upon commencement of work, the contractor may be required to augment the resource as per the need of the work/project.
- 3.3.2 The total contract duration is 8 (Eight) Months from the date as stipulated in the work order.
- 3.3.3 Periodic review shall be undertaken to monitor the progress of work.
- 3.3.4 BHEL reserves the right to take remedial action as deemed fit including engaging other agency for completion of part or full of the contract awarded at contractor's risk & cost in case progress of work found to be unsatisfactory during intermittent review of progress. For invoking this clause BHEL shall issue a notice in writing to the contractor for expediting the progress of work suggesting measures to be taken up by the contractor. In case of failure on the part of contractor with respect compliance of suggested measures within time frame specified in the notice (in general it is 7 days minimum) BHEL shall be free to undertake works (part/full) at contractor's risk & cost.

3.4 Work place/site availability: BHEL shall make all efforts to timely make available the work place /site in sequence as per requirement. However, in case of delay due to non-availability of site for execution of work, the same shall be specifically put up by bidder to BHEL with due justification. BHEL will review about time extension if the justification is found acceptable and also consider this while applicability of LD. However, proactive planning by bidder in consultation with BHEL shall be exercised to avert such issues.

3.5 Time Extension for Delay:

- 3.5.1 The time allowed for execution of the work or the extended time in accordance with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 8th day after the date on which the Engineer – in – charge issues written orders to commence the work of from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid company/ corporation shall with out prejudice to any other right or remedy be at liberty forfeit the earnest money absolutely.
- 3.5.2 As soon as possible after the contract is concluded, the Engineer – in – charge and the contractor shall agree upon a time and progress a chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer – in – charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work.
- 3.5.3 If the works be delayed by
- Force majeure, or
 - Abnormally bad weather, or
 - Serious loss or damage by fire, or



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- iv. Civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, or
- v. Delay on the part of other contractors or trademen engaged by company/corporation in executing work not forming part of the contract, or
- vi. Non- availability of stores which are the responsibility of company/ corporation to supply, or
- vii. Non- availability or break down of tools and plant to be supplied by company/ corporation, or
- viii. Any other cause which, in the absolute discretion of AGM (Civil, MOD & HSE), is beyond the contractor's control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer – in – charge but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-in-charge to proceed with the works.
- 3.6 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 3.7 In any such case Unit head (BHEL Jhansi) may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing.
- 3.8 **Work to be carried out:**
The work to be carried out the contract shall except as otherwise provided in these conditions, includes all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste no materials, carriage and cartage carry in returns of empties, hoisting, setting, fitting, and fixing in position and all other labours necessary in and for the full and entire execution completion as aforesaid in accordance with good practice and recognized principles.
- 3.9 **Inspection of Site:**
The contractor shall inspect and examine the site and, its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the work and to means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 3.10 **Sufficiency of Tender:**
The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his work and of the rates and prices quoted in the Schedule of Quantities which rates and price shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.

MANDATORY TERMS & **CONDITIONS**





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4.0 **MANDATORY TERMS & CONDITIONS**

4.1 Interested bidders are advised to visit the site of work before submission of tender for which advance intimation be given to Sr. MGR (FCX).

4.2 **REVERSE AUCTION (RA)**

4.2.1 BHEL may or may not go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

4.2.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

4.2.3 BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.

4.2.4 BHEL will inform the Contractors in writing the details of Service Provider to enable them to contact for training/ demonstration.

4.2.5 Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.

4.2.6 Contractors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the contractors will not be eligible to participate in the event.

4.2.7 BHEL will provide the calculation sheet which will help the Contractors to arrive at "Total Cost to BHEL" by including items like Taxes and Duties and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Contractors to enable them to fill-in the price and keep it ready for keying in during the Auction.

4.2.8 Reverse auction will be conducted on a scheduled date & time.

4.2.9 At the end of Reverse Auction event, the lowest bid value will be known on the network.

4.2.10 The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.

4.2.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of contractors to conduct business with BHEL as per prevailing procedure.

4.2.12 The envelope sealed price bid (in the time of tender submission) of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope-sealed price) thus obtained.

4.2.13 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

4.3 Project manager (having graduation /Diploma in civil / mechanical with sound knowledge of fabrication and erection of steel structure and sheeting work) with financial powers and adequate funds should be posted fulltime during the contract period. This person shall be in the regular rolls of the contractor on whom the contract is awarded.

4.4 In view of the urgency for completion of work the contractor must ensure daily work for at least 2 shifts.

4.5 As the work site is inside BHEL premises under CISF security control, contractor shall have to organize entry passes. Necessary formalities for material, equipment entry passes shall have to be organized by the contractor. BHEL shall provide necessary assistance in this regard.

4.6 The successful bidder will be required to comply with all the rules & regulations of U.P. (State) & Central Government Categorical confirmation is required that contractor will fulfill all the requirements applicable to this type of work in U.P including any new registrations etc.

4.7 Contractor engaged in construction and maintenance work shall register his firm at Zila Panchayat and obtain license/registration no. from competent authority. Contractor shall provide license /registration no. to BHEL Jhansi before commencing the work.

4.8 **Benefits normally earmarked for Micro & Small Enterprises (MSEs)**

4.8.1 MSE bidders who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid

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certificate as mentioned in "Format for Supplier MSME Status" on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in Supplier Development Cell (SDC) records of BHEL, Jhansi, it may not submit the details again.

- 4.8.2 Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. However, such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.
- 4.8.3 In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.
- 4.8.4 The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
- 4.8.5 Wherever the bidder backs out in a tender, BHEL reserves the right to recover the Tender Cost / EMD cost from the bidder either from the running Bills of the Bidder or lodge a claim with the Banker of the Bidder
- 4.8.6 In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
- 4.8.7 The above benefits for MSEs will not be applicable to those works contracts which includes all works associated with site preparation, construction, re-construction, demolition, repair, maintenance or renovation of (i) buildings, installations or other structures; (ii) roads, storage sheds or other infrastructures including enabling works; (iii) any construction project; or any construction work relating to excavation, drilling, installation of equipment and materials; (iv) services and/ or supply of materials incidental or consequential to the works.
- 4.8.8 **In view of the above mention clause 4.8.7 the above benefits for MSEs is not applicable in this contract.**

INSTRUCTIONS TO TENDERERS



5.0 INSTRUCTIONS TO TENDERERS

- 5.1 Tenders should be sent/posted with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected.
- 5.2 Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representative who may be present.
- 5.3 The tenderers shall closely peruse all the clause, specifications and drawings indicated in the Tender documents before quoting. If the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies/ omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender and obtain clarification during the pre bid meeting.
- 5.4 Tenderer must fill the all the Annexure/schedules (Annexure VI To IX , Schedule A price) and furnish all the required information as per the instructions given in various sections of the tender document and specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 5.5 The tenderer shall quote the rates after visiting the site to know the site conditions. The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in WORDS shall be treated as final rates. For the purpose of the tender, the metric system of units shall be used.
- 5.6 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The tenderer shall duly attest all cancellations and insertions prior to submission of tender.

5.7 DATA TO BE ENCLOSED

Full information shall be necessarily given by the tenderer in respect of the following. **Non submission of these information may lead to rejection of the offer.**

5.7.1 FINANCIAL STATUS.

Financial viability as per Proforma enclosed at ANNEXURE 'VI' including Permanent Account Number issued by Income tax department.

5.7.2 BLANK PRICE-BID

A copy of blank price-bid duly signed & Stamped by contractor should be enclosed with the techno-commercial bid. The space for prices may be crossed (x).

5.7.3 PREVIOUS EXPERIENCE:

A statement giving particulars (duly supported by documentary evidence) of the various services rendered/in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc. as per performa – ANNEXURE- 'VII'

5.7.4 ORGANISATION CHART:

The organization pattern indicating name, qualification and experience of site in charge present at senior level in the roll of the company as on 31.05.18.

- 5.7.5 Details of project in As per Annexure "VII B" equipment's in support of their capability and satisfactory completion of the project.



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- 5.7.6 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 5.7.7 IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.
- OR**
- IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/Instrument of Partnership duly certified by a Notary Public shall be enclosed.
- OR**
- IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also, indicate names, addresses and experience of the Directors.
- 5.7.8 Declaration sheet as per Performa enclosed at ANNEXURE 'VIII'.
- 5.7.9 Check list and schedule of general particulars duly filled in, signed and stamped as per 'ANNEXURE 'IX'.
- 5.7.10 In addition to the above the particulars required elsewhere in tender documents.
- 5.7.11 Mention your PF code No. allotted to you by the Regional Provident Fund Commissioner.
- 5.7.12 Mention your ESI code no or any other medical policy prevailing in your company.
- 5.7.13 Mention your GST Registration No. (PAN based) issued by Central Excise Department.
- 5.7.14 **Note:** *In terms of clauses 5.7 to 5.13 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.*

5.8 EARNEST MONEY DEPOSIT:

- 5.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.
- 5.8.2 **Cash:** The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited Jhansi and cash receipt issued by him shall be enclosed along with the tender as permissible under *IT, act.* **OR**
- 5.8.3 Electronic Fund Transfer credited in BHEL account (before tender opening)
- 5.8.4 Banker's cheque/Pay order /Demand draft, in favour of BHEL (along with offer).
- 5.8.5 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 5.8.6 The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.
- 5.8.7 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender.
- 5.8.8 **BHEL reserves the right of forfeiture of Earnest Money in case the tenderer:**
- 5.8.8.1 Submits false information.
- 5.8.8.2 After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
- 5.8.8.3 Fails to commence the work within fifteen days from the date of issue of 'letter of intent'.
- 5.8.8.4 Fails to submit 50% of the total security deposit before start of work.
- 5.8.8.5 Fails to start the work as may be indicated in the Letter of Intent.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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- 5.8.9 EMD to be submitted along with techno commercial bid only and not in price bid.
5.8.10 No adjustment of earlier EMD/Security deposit, if any, shall be permitted.

5.9 AUTHORISATION, ATTESTATION & VALIDITY OF OFFER:

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders. The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

- 5.10 **EXECUTION OF CONTRACT** 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 agreement in the "Prescribed form" Annexure 'X' in 100 Rs. Non judicial stamp paper BHEL within 15 days after issuance LOI (Letter of Intent). The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.

5.11 REJECTION OF TENDER AND OTHER CONDITIONS:

- 5.11.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 5.11.2 To reject any or all of the tenders
- 5.11.3 To modify the time for completion suitably.
- 5.11.4 Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.11.5 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 5.11.6 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 5.11.7 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/any other moneys due.
- 5.11.8 A tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 5.11.9 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 5.11.10 The contractor must satisfy himself by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of

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work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.

5.12 TENDER EVALUATION CRITERIA

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

- 5.12.1 BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
- 5.12.2 Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
- 5.12.3 Price Bids will be opened or participation in Reverse auction will be allowed to only Techno- Commercially accepted bidders.
- 5.12.4 The contractor shall be awarded the work on overall L-1 basis.
- 5.12.5 In case of tie between two or more than two bidders for L1 price. Bids shall be called for Discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"

5.13 CONTRACTOR'S OBLIGATIONS

5.13.1 CONTRACTUAL Towards selection, control and supervision of employees

- 5.13.2 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.
- 5.13.3 Contractor shall supervise the work allotted to him and to be carried out by his employees. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
- 5.13.4 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.
- 5.13.5 Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
- 5.13.6 Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
- 5.13.7 Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis.
- 5.13.8 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.
- 5.13.9 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.
- 5.13.10 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.

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- 5.13.11 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.
- 5.13.12 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.
- 5.13.13 Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
- 5.13.14 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.
- 5.13.15 Uniform: The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE.
- 5.13.16 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.
- 5.13.17 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.
- 5.14 TOWARDS STATUTORY LIABILITY**
- 5.14.1 As mentioned in clause no 6.3 the terms and conditions enclosed as Annexure 'XI' of this contract, 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.
- 5.14.2 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 directly in Bank Account of respective workers. In emergency/the Bank Account of any worker is not available for any reason, with due permission of competent authority, the payment of wages may be disbursed 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.
- 5.14.3 The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.
- 5.14.4 The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
- 5.15 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.

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- 5.15.1 All rates quoted shall be for finished work in-situ inclusive of all leads, lifts and other incidental charges and those general conditions.
- 5.15.2 The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule A . For the sake of uniformity in comparison of tenders, tenders should not add any conditions of their own. Tenders not complying with these conditions are liable for rejection.
- 5.15.3 The issues of materials are governed by the conditions specified in Schedule B &C. all other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
- 5.15.4 The quantities shown above are approximate and liable for variations and no rate variation is acceptable on this account.
- 5.15.5 The rates quoted by the contractor shall be firm in all respects. Any statutory increase in the labor wages and materials during the period of execution shall be borne by the contractor. The contractor shall quote the rates considering the above.
- 5.15.6 Rates tendered by contractors shall be for complete item of the work covering all materials, labor, carriage, royalties, work contract, 'octroi, wastage, tools & plants including (GST shall be paid extra as per price schedule A) all temporary construction, overhead charges, profits, general royalties, risks etc., and rate shall be applied to all heights, levels, depths, leads and lifts etc. (Please refer schedule B for free issue items and chargeable items
- 5.15.7 Erection and construction equipment, lifting tools and tackles shall not be provided by BHEL and they are in scope of contractor (ref schedule B for tools & plants issued on hiring basis and free of cost)
- 5.16 Personal Insurance Policy**
- 5.16.1 Contractor shall buy personal Accident Insurance (24 x 7) 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.
- 5.16.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- 5.16.3 The policy should be purchased from Govt. under taking company.
- 5.16.4 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.
- 5.16.5 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.

GENERAL CONDITIONS OF **CONTRACT**



6.0 GENERAL CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS

6.1 Definitions:

- 6.1.1 Company/ Corporation shall mean Bharat Heavy Electricals Ltd. Having its register office at Jhansi, Post Office and Town Jhansi, in the State of U.P. and includes a duly authorized representative of the Company/ Corporation or any other person empowered in this behalf by the Company/ Corporation to discharge all or any of its functions.
- 6.1.2 The “Accepting Authority” shall mean AGM (WE&S), BHEL JHANSI.
- 6.1.3 The “Contract” shall mean the notice inviting the tender, the tender and acceptance there of and the formal agreement, if any, executed between the Bharat Heavy Electricals Ltd. Jhansi and the contractors together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rate and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 6.1.4 The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successor of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 6.1.5 The “Contract Sum” shall mean: in the case of Lump Sum Contracts the sum for which the tender accepted; in the case of Percentage Rate Contracts the Estimated value of the works as mentioned in the tender adjusted by the contractor’s percentage; In the case of item rate contracts the cost of the works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
- 6.1.6 A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 6.1.7 “Engineer – in – Charge” shall mean the engineering officer appointed by the under taking or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this contract.
- 6.1.8 “Expected Risks” are risks due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, insurrection, military or usurped power any acts of government, damage from aircraft, acts of god, such as earthquake lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority of causes solely due to use or occupation by the Company/ Corporations of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company’s/ Corporation’s fault design of Work.
- 6.1.9 “Market Rate” shall be the rate as decided by the Engineer – in – charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus 15% to cover all over- heads and profit.
- 6.1.10 Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the company/ corporation or the standard schedule of Rates prescribed by the Company/ Corporation and the amendments thereto issued from time to time.
- 6.1.11 The “Site” shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the contract including any other lands or places



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which may be allotted by the company/ corporation or used for the purposes of the contract.

- 6.1.12 “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- 6.1.13 “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer – in – Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 6.1.14 A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
- 6.1.15 The “Works” shall mean the works to be executed in accordance with the contract or part [s] thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent as required performance of the Contract.
- 6.2.0 **The following terms** and expression shall have the meaning hereby assigned to them except where the context otherwise requires.
- 6.2.1 BHEL shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110049 or its authorised Officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 6.2.2 CLIENTS OF BHEL’ or ‘CUSTOMER’ shall mean the project authorities to whom BHEL is supplying the equipment’s.
- 6.2.3 ‘CONTRACTOR’ shall mean the individual, firm or Company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 6.2.4 ‘CONTRACT’ or ‘CONTRACT DOCUMENT’ shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions contract, of Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- 6.2.5 ‘TENDER DOCUMENTS’ shall also include the ‘General Conditions of Contract’ (GCC) of BHEL. If there is any duplication or deviation between the GCC and the ‘instructions and terms & conditions’ mentioned in pages, the latter shall prevail. Wherever the latter is silent; the former shall be referred to.
- 6.2.6 Letter of Intent shall mean the intimation by a letter/telegram /fax to the tenderer that the tender has been accepted in accordance with provision contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 6.2.7 COMPLETION TIME shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/plant which are found acceptable by the Engineer being or required standard and conforming to the specifications of the contract.
- 6.2.8 ‘TESTS’ shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 6.2.9 APPROVED’, ‘DIRECTED’ or ‘INSTRUCTED’ shall mean approved, directed or instructed by BHEL.
- 6.2.10 ‘WORK’ or ‘CONTRACT WORK’ shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site



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transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.

6.2.11 **Singular & Plural** :Where the context so requires, words importing the singular only also include the plural and vice versa.

6.2.12 Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

6.3 **OTHER TERMS & CONDITIONS OF THE TENDER**

The contractor shall comply with the following general terms, conditions and special instructions.

The contractor shall fully comply with the following enactments:

- 6.3.1 Contract Labour (R&A) Act, 1971.
- 6.3.2 Wage Rates not less than that notified by State Labour department from time to time.
- 6.3.3 Payment of Wages Act.
- 6.3.4 ESI Act, 1948.
- 6.3.5 EPF Act, 1952.
- 6.3.6 Workmen's Compensation Act, 1923.
- 6.3.7 Stamp duty Act, 1898
- 6.3.8 The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
- 6.3.9 The Contractor shall obtain license from the appropriate Labour Commissioner's office, of appropriate Government if he engages 20 (Twenty) or more workmen only.
- 6.3.10 The contractor shall observe (a) Weekly rest day. (b)The company list of holidays.
- 6.3.11 Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department / IR section through the contract executing officers before commencement of the work.
- 6.3.12 The Entry permits are to be issued to the Contract Labour by CISF, based on the requisition submitted by Contract Executing Officer and forwarded by Head (HR).
- 6.3.13 Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 6.3.14 Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
- 6.3.15 Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.



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- 6.3.16 Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
- 6.3.17 Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misbehaves or commits a deed of misconduct and such persons shall not be again employed on the works without permission of the company official.
- 6.3.18 The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
- 6.3.19 The contractor shall give all notices required by the acts regulations, bye-laws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
- 6.3.20 It shall be contractor’s sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen’s compensation act apply, take steps to properly insure against any claims there under.
- 6.3.21 In the event of any accident in respect of which compensation may become payable under the Workmen’s Compensation Act VIII of 1923 whether by the contractor or by the company as principal employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
- 6.3.22 No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there-under if the same are applicable.
- 6.3.23 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 6.3.24 On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.
- 6.3.25 The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen’s compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
- 6.3.26 The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, Jhansi.
- 6.3.27 The contractor shall abide by all the labour laws especially Contract labour (R & A) Act, Payment of wages Act, Workmen’s compensation act, Minimum wages Act, ESI Act and Provident Fund Act as amended from time to time.

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- 6.3.28 The contractor shall comply with provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work Centers in the FACTORY CIVIL OF B.H.E.L. Jhansi.
- 6.3.29 Not with standing the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 6.3.30 The contractor shall not resort to sub-contracting under any circumstances. If found sub-contracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
- 6.3.31 The contractor shall provide the required safety equipment to labours engaged by him.
- 6.3.32 Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
- 6.3.33 The contractor shall be responsible to settle any grievances of the labour deployed by him/her.
- 6.3.34 The quantities mentioned in the agreement schedule (as per Price bid schedule 'A') are worked out from the relevant drawings in the company and may not be the actual required for execution. The BOQ (as per Price bid schedule 'A') (Bill of Quantity) attached with this tender is tentative and may change after submission of the same by the BHEL.
- 6.3.35 The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as it deems necessary.
- 6.3.36 All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be, from time to time shall be done by the company official.
- 6.3.37 For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions.
- 6.3.38 The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 6.3.39 All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
- 6.3.40 Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
- 6.3.41 The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be removed from the work site at the contractor's expenses.
- 6.3.42 The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.



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- 6.3.43 The decision of the “Contract Signing Officer” or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
- 6.3.44 If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
- 6.3.45 It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor. See schedule “B & C”
- 6.3.46 The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
- 6.3.47 All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 6.3.48 Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
- 6.3.49 In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
- 6.3.50 In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 6.3.51 In case of any suit or other legal proceeding arising under this contract, the courts at Jhansi (UP) only shall have the Jurisdiction.
- 6.3.52 The company reserves the right to enter into parallel agreement with one or more contractor(s) at its discretion.
- 6.3.53 Disputes, grievances between the contractor and his labour, will have to be settled by the contractor himself/herself.
- 6.3.54 The labour employed by the contractor, if found in betting with fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
- 6.3.55 Wherever, BHEL/COMPANY standards are mentioned, same shall by strictly follow.



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- 6.3.56 Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 6.3.57 The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by 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 without any payment therefore. If the total quantity of 90% empty cement bags are not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills. Cement consumption shall be determined as per DSR 2016 norms. Any deviation from norms exceeding 3% shall result in recovery of excess bag at double the issue rate.
- 6.3.58 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 shall be Income Tax, water charges and hire charges of any T&P issued to contractor by BHEL.

NOTE: BHEL General Condition of contract (G.C.C.) will also be applicable in addition to this tender document.

6.4.0 SECURITY DEPOSIT

- 6.4.1 Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the letter of intent but before start of work for satisfactory completion of work.
- 6.4.2 The total amount of Security Deposit shall be calculated based on value of work order as per contract agreement. **The rate of Security Deposit will be 5% of the contract value.**
- 6.4.3 Security deposit may be furnished in any of the following forms:
- 6.4.3.1 Cash (as permissible under the Income Tax Act)
- 6.4.3.2 Pay Order, Demand Draft, Electronic Fund transfer in favour of BHEL, Jhansi.
- 6.4.3.3 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 and discharged on the back).
- 6.4.3.4 Bank Guarantee from Scheduled Banks/Public Financial Institutions as per attached list Annexure 'XIV' defined in the Companies Act. The Bank Guarantee format attached in Annexure 'XIII'.
- 6.4.3.5 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.
- 6.4.4 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills
Note: Acceptance of the Security Deposit against Sl No 6.4.3.5 above will be subject to hypothecation or endorsement on the 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.
- 6.4.5 The validity of the Bank Guarantee furnished towards Security Deposit under 6.4.3.4 above shall be up to the period of completion of work as stipulated in the Letter of Intent + Guarantee period + 3 months claim period.



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6.4.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

6.5.0 **Stamp Duty** - Contractor should deposit stamp duty on security deposit as per Indian Stamp Act 1899 and amendment made there under, applicable UP stamp duty rules and will have to be deposited before commencement of the contract.

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 limited to Rs 10000

6.5.1 Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 5.22.4 above.

6.5.2 BHEL reserves the right to forfeit the Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

6.6.0 RETURN OF SECURITY DEPOSIT:

6.6.1 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, half the amount of 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. Balance half of the amount of security deposit will be released only after 'defects liability period' of 24 months from the date of completion and on submission of proof of compliance of PF, ESI, GST payment and labour laws etc.

6.6.2 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the Contractor by BHEL.

6.7 Contract Documents:

6.7.1 The Contractor shall be furnished, free of charge, two certified true copies of the Contracts Documents except standard specification and the schedule of rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of the documents on the site in good order, and the same shall at all reasonable

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times be available for inspection and use by the Engineer – in – Charge, his representatives or by other Inspecting Officers.

6.7.2 None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.

6.7.3 The Contractor shall take necessary steps to ensure that all persons employed an any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

6.8 Discrepancies and Adjustment Errors:

6.8.1 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.

6.8.2 In the case of discrepancy between schedule of quantities the specifications and/ or the drawings, the following order of preference shall be observed:

6.8.3 Description in Schedule of Quantities.

6.8.4 Particular Specification and Special Condition if any.

6.9 Drawings.

6.10 General Specifications.

6.10.1 If there are varying or conflicting provisions made in any one document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.

6.10.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.

6.10.3 If on check there found to/be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same be adjusted in accordance with the following rules:

6.10.4 In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

6.10.5 In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extencio of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

6.10.6 All error in totaling in the amount column and in carrying forward totals shall be corrected.

6.10.7 The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various section of Schedule of Quantities or in General Summary by the tenderer shall be ignored:

6.11 Deviations/Variations extent & Pricing:

6.11.1 The quantity of an individual item in the price schedule is an anticipated one and may vary to any extent within awarded approved value as per the site requirement.

6.11.2 The Engineer – in – Charge shall have power (i) to make alteration in omissions from, additions to or substitution for, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Work.

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- 6.11.3 In case of non- availability of a portion on the site or for any other reason, the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer – in – Charge and such alteration, omissions additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer – in – Charge as a deviation.
- 6.11.4 Rates for such additional, altered or substituted work shall be determined by the Engineer – in – Charge as follows:
- 6.11.5 If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders.
- 6.11.6 If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- 6.11.7 If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub- paras (6.11.5) and (6.11.6) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates plus/ minus the percentages by which the tendered amount of the works is higher or lower than the prepriced amount shown in the Schedule of Works.
- 6.11.8 If the rate for any altered , additional or substituted item of work cannot be determined in the manner specified in sub paras [6.11.5] to [6.11.6] above, then the rate for such item of work shall be derived from the schedule of rates specified in sub-para [6.11.7] above plus/ minus the percentage mentioned in that sub-para : Provided always that if rate (s) for part (s) of an item (s) is / are not specified in the schedule of rates the rate(s) for such parts (s) shall be determined by the Engineer – in – Charge on the basis of the purchase price as supported by the vouchers unless the Engineer – in – Charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of markets rate (s) prevailing during the fortnight following the date of the order.
- 6.11.9 If the rate for any altered , additional, or substituted item of work cannot be determined in the manner specified in sub- paras [6.11.5] to [6.11.8] above the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer – in – Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer – in – Charge shall, within three months thereafter, giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate [s], In the event of the Contractor failing to inform the Engineer – in – Charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer – in – Charge on the basis of market rate [s].

6.12 Suspension of Works

The contractor shall, on receipt of the order in writing of the engineer – in – charge, suspend the progress of the works or any part thereof for such time and in such manner as the engineer – in – charge may consider necessary for any of the following reasons:

- 6.12.1 On account of any default on part of the contractor: or
for proper execution of the works or part thereof for reasons other than the defaults of the contractors: or
for safety of the works of part thereof.

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- 6.12.2 The contractor shall during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the engineer – in – charge.
- 6.12.3 If the suspension is ordered for reasons (6.15.2) in sub- para (a) above:
- 6.12.4 The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 10%.
- 6.12.5 If the works or part thereof is suspended on the orders of the engineer – in – charge for more than three months at a time , except when suspension is ordered for reason (6.10.2) in sub- para (a) above, the contractor may after receipt of such order serve a written notice on the Engineer – in – charge requiring permission within fifteen days from receipt by the Engineer – in – charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time the contractor; if he intends to treat the suspension, where it effects only part of the works as an omission of such part by the company / corporation under conditions 9 & 10 or where it effects the whole of the works, as an abandonment of the works to the company – corporation shall within ten days of expiry of such period of 15 days to give notice in writing of his intention to the Engineer – in – charge. In the event of the contractor treating the supervision as an abandonment of the contract by company/ corporation, he shall have no claim to payment of an compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall however, be entitled to compensation, as the Engineer – in – charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total there of 5% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by the details to the Engineer – in – charge within 28 days of the expiry of the period of 3 months.

6.13 Hiring Of Tools and Plant

- 6.13.1 The contractor shall arrange at his own expense all tools, plant and equipment (hereafter referred to as T & P) required for execution of the work expect the item listed in schedule ‘C’ which will be given to him on hire by the company corporation at rates shown in that schedule. In case the contractor does not require some or all items of T & P. listed in schedule ‘C’ he will indicate his requirements at the time of submitting his tender. Company’s – corporation’s T. & P. hired to the contractor shall be conveyed by him at this expense from the place of issue to the site and back.
- 6.13.2 If the contractor requires any time of T & P on hire from the company corporation over & above the requirement indicated by him at the time of submitting his tender the company – corporation will, if such item is a available hire it to the contractor at a rate to be fixed by the Engineer-in-charge.
- 6.13.3 The period of hire will be reckoned from commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempt from levy charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided company’s – corporation’s T & P in question has, in fact, remained idle with the contractor because of the suspension, provided the contractor in case the period of suspension exceeds 11 days, returns company’s – corporation’s to T & P to the place from where it was issued.

6.14 The hire charges shall be reckoned as under

- 6.14.1 First eight working hours (excluding a break of one hour)..... 1 working day.

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- 6.14.2 Every working hours, at the rate of $1/8^{\text{th}}$ of the hire charges for a working day, provided however if the company- corporation has paid more than at the rate of $1/8^{\text{th}}$ of the wages of the crew far over time under the minimum wages act or any other law for the time being in force, the excess over $1/8^{\text{th}}$ of the wages shall also be charged to the contractor.
- 6.14.3 If at any time company's / corporation's T & P has not been worked at all during a day except for a break down, or has been worked for less than eight hours during a day, the contractor shall be charged for one working day.
- 6.14.4 If any time of company's/ corporation's T & P has stopped working on account of a break-down before it has worked for four hours in a day, the contractor will be charged for half working day. If the item has stopped working after it has worked for more than hours but less than eight hours, the contractor will be charged for full working day.
- 6.14.5 The contractor shall be responsible for care and custody of company's / corporation's T & P (including employment of chowkidars) during the period company's / corporation's T & P remain with him and any damage (fair wear and tear expected) any of the equipment (except for expected risks provided always the contractor has taken precautions necessary to protect if from such risks) shall be made good at the contractor's expense to the satisfaction of the crew provided by the company/ corporation.
- 6.14.6 The company / corporation give no guarantee in respect of output of his T & P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of company's / corporation's T & P was not to the contractor's expectation.
- 6.14.7 Company's / corporation's T & P hired to the contractor shall be returned at place of issue (unless otherwise directed) by the contractor to the Engineer-in-charge on completion of the work or earlier on termination of the hire by the company-corporation as hereinafter provided on a written notice by the Engineer-in-charge. The company/ corporation shall be entitled to terminate the hire on two days' notice without assigning any reason what so ever and the contractor shall have no claim to any payment of compensation otherwise whatsoever on account of termination of hire of company's / corporation's T & P by the company's / corporation's. in such in event, however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 6.14.8 A log book for recording hours during which every item of company's / corporation's T & P issued to the contractor has worked each day shall be maintained by the member of the crew incharge thereof any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and / or foils to sign the log book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the log book.

6.15 Materials.

- 6.15.1 The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the company/ corporation.
- 6.15.2 All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall if requested by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- 6.15.3 The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as

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- he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract.
- 6.15.4 The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the contractor.
- 6.15.5 The contractor shall indemnify the company/ corporation or any agent servant or employee of the company/ corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the company/ corporation or any agent, servant or employee of the company/ corporation in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by the company/ corporation but the contractor shall pay in respect of any such use, the amount so paid being reimbursed to be contractor only if the use was the results of any drawings and/ or specification issued after submission of the tender.
- 6.15.6 The Engineer-in-charge shall be entitled to have tests carried out as specified in the contract for any material supplied by the contractor other than those for which. As stated above, satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the contractor shall provide all facilities required for the purpose and the charge for these tests shall be borne by the contractor only if the tests disclosed that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.
- 6.15.7 **Materials to be supplied by the company/ corporation are shown in schedule B which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof.**
- 6.15.8 If after acceptance of the tender the contractor desires the company/ corporation or supply any other materials, such materials may be supplied by the company/ corporation, if available, at rates to be fixed by the Engineer-in-charge.
- 6.15.9 For the material listed in schedule B which the company / corporation has agreed to supply the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, from any sums then due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction



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of the Engineer-in-charge, certify that balance of materials supplied is available at site.

- 6.15.10 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the works including all preparatory work of whatever description as may be required.
- 6.15.11 All materials issued to the contractor by the company/ corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/ or waste. If the contractor is required to deliver such materials a place other than the place, of issue, he shall do so and transportation charges from the site to such place, less the transportation charges which would have been incurred by the contractor had such material been delivered at the place of issue. Shall be borne by the company/ corporation.
- 6.15.12 Surplus material returned by the contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which those were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials while in the custody of the contractor.
- 6.15.13 If on completion of works the contractors fails to return surplus materials out of those supplied by the company/ corporation, then in addition to any other liability which the contractor would incur the Engineer-in-charge may by a written notice to contractor, require him to pay within a fortnight of receipt of the notice for such unreturned surplus materials at double the issue rates.
- 6.15.14 If cement is to be supplied by the company/ corporation every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-charge or his representative and that of the other lock with the contractor's authorized agent at site of works so that cement is removed from the godown only according do daily requirements with the knowledge of both the parties.
- 6.15.15 Materials required for the works, whether brought by the contractor or supplied by the company/ corporation shall be stored by the contractor only at places approved by the Engineer-in-charge. Storage & safe custody of materials shall be the responsibility of the contractor.
- 6.15.16 Company's/ corporation's officials concerned with the contract shall be entitled at any time o inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other places, where such materials are assembled, fabricate manufactured or at any place (s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- 6.15.17 All materials brought to the site shall become and remain the property of the company/ corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any respect of any such material is fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

6.16 LABOUR

- 6.16.1 The contractor shall employ labour in sufficient numbers either directly or through sub- contractors to maintain the required rate or progress and of quality to ensure

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- workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 6.16.2 The contractor shall furnish to the Engineer-in-charge at monthly intervals, a distribution return of the number and description by trades of the work people employed on works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (i) accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act, 1961 or rules made there under and the amount paid to them.
- 6.16.3 The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractor's labour regulations.
- 6.16.4 The contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied with the contractor's labour regulations in regard to all matters provided therein.
- 6.16.5 The contractor shall comply with the provision of the payment of wages act, 1936, minimum wages act, 1948, employers liability act, 1938, workman's compensation act, 1923, industrial disputes act, 1947, maternity benefit act, 1961, and bonus act, 1952 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- 6.16.6 The contractor shall be liable to pay his contribution and the employees contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance – Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for employees state insurance.
- 6.16.7 The Engineer-in-charge shall on a report having been made by an inspecting officer as defined in the contractor's labour regulations have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said contractor's labour regulations.
- 6.16.8 The contractor shall indemnify the company/ corporation against any payment to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- 6.16.9 In the event of the contractor committing a default or breach of any provisions of the aforesaid contractor's labour regulations, as amended from time to time, or furnishing any information or submitting or filling any form/ register/ slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officer as defined in the contractor's labour regulation. The contractor shall without prejudice to any other liability pay to the company/ corporation a sum not exceeding Rs. 1000/- as liquidated damages for every default, breach or furnishing, making, submitting, filling, materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced by Rs. 1000/- per day for each day of default subject to maximum percent of the estimated costs of

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the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

6.17 Model Rules for Labour Welfare :

- 6.17.1 The contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor failed to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover safety code.
- 6.17.2 The contractor shall at his own expense arrange for the safety provisions as appended these conditions or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith; In case the contractors fail to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.
- 6.17.3 Failure to comply with model rules for labour welfare, safety code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the contractor liable to pay to the company/ corporation a liquidated damages an amount not exceeding Rs. 1000/- for each default or materially incorrect statement.
- 6.17.4 The decision of the Engineer-in-charge in such matter based on reports from the inspecting officers defined in the contractor's labour regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.
- 6.17.5 The contractor shall not be permitted to enter (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/ or marked on the site plan, falling which these shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operation beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licencer :
 - 6.17.6 That he shall pay a nominal licence fee of Rs. 1 per year or part of year for use and occupation: in respect of each and every separate area of land allotted to him.
 - 6.17.7 That such use or occupation shall not confer any right of tenancy of the land to the contractor.
 - 6.17.8 That the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
 - 6.17.9 That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
- 6.17.10 The contractor shall provide, if necessary of if required on the site all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and when ordered by the Engineer-in-charge and make good all damage done to the site.



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6.18 Setting out the works :

The Engineer-in-charge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the company/ corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the defects liability period unless the Engineer-in-charge directs their earlier removal.

6.19 Nuisance:

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally:

6.20 Watching and Lighting :

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or the safety and convenience of those employed on the works or the public.

6.21 Contractor's Supervision :

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge to act in his stead if in the opinion of the Engineer-in-charge the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall, at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge, orders given to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the extension of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

6.22 Inspection and Approval :

6.22.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

6.22.2 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises. The contractor accordingly, attend for the purpose of examining and measurement such work or of examining such foundation. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.

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6.22.3 Departmental officers concerned with the contractor shall have powers at any time to inspect and examine any parts of the works and the contractor shall give such facilities as may be required for such inspection and examination.

6.23 Duties and Powers of Engineer-in-charge's Representative :

6.23.1 The duties of the representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the company/ corporation not to make any variation in the works.

6.23.2 The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities, any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the company/ corporation as though it had been given by the Engineer-in-charge.

6.23.3 Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the powers of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

6.23.4 If the contractor shall be dis-satisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

6.24 Removal of Workmen :

The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

6.25 Uncovering and Making Good :

The contractor shall uncover any part of the works and/ or make openings in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/ or making openings in or through, reinstating and making good the same shall be borne by the contractor.

6.26 Work during or on Sundays and Holidays:

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life. Property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

6.27 Completion Certificate :

As soon as the works is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion

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indicating (a) the date of completion, (b) defects to be rectified by the contractor and/ or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items of groups of items, the Engineer-in-charge shall issue separate completion certificates for such items or groups of items, No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on with the works has been executed all scaffolding, sheds and surplus except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building (s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased door and windows, oiled looks and fastening, labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor fulfil such requirements and dispose of the scaffolding, surplus material and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by sale thereof less the cost of fulfilling the requirements and any other amount that may be due to from the contractor, if the expense of fulfilling such requirements, is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on defined pay such excess.

- 6.27.1 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part (s) being hereinafter in this condition referred to as the relevant part) then not with-standing anything expressed or implied elsewhere in this contract :-
- 6.27.2 Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charges shall issue completion certificate for the relevant part as in condition 30(a) above provided the contractor fulfills his obligations under that condition for the relevant part,
- 6.27.3 The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- 6.27.4 The contractor may reduce the value insured under condition 33/33A by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimated shall be applicable for this purposes only and for no other.
- 6.27.5 For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 14 and actual date of completion as certified by the Engineer-in-charge under this condition.
- 6.27.6 The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry or the period mentioned in hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.



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6.27.7

From commencement to completion of the works, the contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all company's/ corporation's T & P from any cause whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's/ corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the contracts and instructions of the Engineer-in-charge.

6.28 **In the event of any loss or damage to the works, the following provisions shall have effect.**

6.28.1 The contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to the company's/ corporation's store such company's/ corporation's T & P articles and/ or materials as may be directed.

6.28.2 The contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract; and

6.28.3 There will be added to the contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damage, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and the removal by the contractor as provided above of company's/ corporation's T & P articles and/ or materials in the company's/ corporation's store and of debris and damaged works referred to their in and the compensation paid by him under any law for the time being in force, to any workmen employed by him or any injury caused to him, or to the workmen's legal successors for loss of the workmen's life.

6.28.4 PROVIDED always that contractor shall not be entitled to payment under the above the provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

6.28.5 Where company's/ corporation's building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-charge shall be final and binding.

6.28.6 The Contractor shall indemnify and keep indemnified the Company/Corporation against all losses and claims for injuries or damage to any persons or any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, cost charges and expenses whatsoever in the respect or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or indemnify the Company-Corporation against any compensation or damage caused by the excepted risks.

6.28.7 Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Company-Corporation but including the Company /Corporation 's building rented by the contractor wholly or in a part and any part of which is used by him for storing

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- combustible materials), or to any person (including any employee of the Company-Corporation) by or arising out of carrying out of the contract.
- 6.28.8 The contractor shall at all times indemnify the Company/Corporation against all claims, damages or compensation under the provisions of payment of wages act. 1948. Employer's Liability Act. 1938, The workmen's compensation Act. 1923, Industrial Disputes Act. 1947 and The maternity benefit Act. 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Company –Corporation his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with consent of the contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided the contractor shall ensure against all claims damages or compensation payable under The workmen's compensations Act,1923 or any modification thereof any other law relating thereto.
- 6.28.9 The aforesaid insurance policy – policies shall provide that they shall not be cancelled till the engineer-in-charge has agreed to their cancellation.
- 6.28.10 The contractor shall prove to engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects Liability Period.
- 6.28.11 The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any and shall be responsible for any claims or losses to the Company/ Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub contractors (if any) as the case may be the relevant policies and premium receipts as and when required by the engineer-in-charge.
- 6.28.12 If the Contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Company/Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by company /corporation from any moneys due or which may become due to contractor or recover the same as a debt due from the contractor.
- 6.29 **Facilities to the Contractors:**
The contractor shall in accordance with the requirements of the engineer-in-charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly-authorized-authority or statutory body which may be employed at the site on execution of any works not included in the contract or of any contract which the Company / Corporation may enter into in connection with or ancillary to the works.
- 6.30 **Notice to Local Bodies:**
6.30.1 **The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any act of parliament, State laws or any regulation or bye- laws of any local authority relating to works. He shall before making any variation from the contract drawing necessitated by such compliance give to Engineer-in-charge written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.**



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6.30.2 The Contractor shall pay and indemnify the Company/Corporation against any liability in respect of any fees or charges payable under any act of parliament, state law of any government instrument, rule or order and any regulations or laws of any local authority in respect of the works, Sub Contracts:

6.30.3 The contractor shall not sublet any portion of the contract without the prior written approval of Authority.

6.31 Instruction and notice:

6.31.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Company /corporation and all other action to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of engineer-in-Charge.

6.31.2 All instructions, notice communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of cost these would be delivered

6.31.3 The Contractor or his agent shall be in attendance at the site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

6.31.4 The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the contractor or the authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instructions (s).

6.31.5 Foreclosure of contract in Full or in part (due to Abandonment) or reduction in scope of work

6.31.6 If at any time after acceptance of the tender the Company/Corporation shall decide to the abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of the Works in full but which he did not derive in consequence of foreclosure of the whole or part of works.

6.31.7 The contractor shall be paid contracts rates full amount for work's executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for items hereunder mentioned which could not be utilized on the work of the full extent because of the foreclosure.

6.31.8 Any expenditure incurred preliminary site work, e.g. Temporary access roads, temporary Labour huts staff quarters and site office, storage accommodation and water storage tank.

6.31.9 The Company /Corporation shall have the opinion to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the company /Corporation shall be bound to take over the materials or such portion thereof as the contractor does not desire to retain. For material taken over or to be taken over by the Company /Corporation, cost of such materials. The cost shall however taken into account purchase price, cost of

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transportation and deterioration or damage which may have been caused to materials whilst in custody of the contractor.

- 6.31.10 For Contractor's material not retained by the Company/Corporation, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less will be payable if material are not transported to either of the said places, no cost of transportation shall be payable.
- 6.31.11 If any materials supplied by the company/Corporation are rendered surplus the same except normal wastage shall be returned by the contractor to the Company/Corporation at rates not exceeding those at which may have been caused whilst the materials were in the custody of the contractor. In addition cost of transporting such materials from site to the Company/ Corporation stores, if so required by the Company /Corporation.
- 6.31.12 Reasonable compensation for transfer of & T. & P. from site to contractors permanent stores or to his other works. whichever is less. If T.& P. are not transported to either of the said places, no cost of the transportation shall be payable.
- 6.31.13 The Contractor shall; if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

6.32 Termination of contract for death

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company/Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. Decision of the accepting Authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm can not carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company /Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

6.33 Cancellation of contract in full or in part:

6.33.1 If the Contractor –

- a. at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
 - b. commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the engineer-in-Charge ; or
 - c. fail to complete the works or items of work with individual dates of completion, on or before the date (s) of completions , and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge;
- Or
- d. shall offer or give or agree to give to any person in Company/Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of this or any other contract for the Company/Corporation; or



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- e. shall enter in to a contract with the company/Corporation in connection with which commission has been paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- f. shall obtain a contract with the company/Corporation as a result offering tendering or other non –bonafide methods or complicit tendering ; or
- g. being an individual, or if a firm, any partner thereof. Shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the bone fit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h. being a company, shall pass a resolution or the court shall make an order or for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- i. shall suffer an execution being levied on his goods and allowed it to be continued for a period of 21 days; or
- j. assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign , transfer or sublet the entire works or any portion thereof without prior written approval of the accepting authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the company /Corporation by written notice cancel the contract as a whole or only such items of work in default from the correct.

6.33.2 The Accepting Authority shall on such cancellation have powers to :

- a. Take possession of the site and any materials, constructional plant, implements, stores etc. thereon and/or
 - b. Carry out the incomplete work by any means at the risk and cost of the contractor.
- 6.34 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of the works or in case the work or part of the works is not completed, the loss or damage suffered by the company/corporation.
- 6.35 In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.
- 6.36 Any excess expenditure incurred or to be incurred by the company/ corporation in completing the works of part of the excess loss or damages suffered or may be suffered by the company/ corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.
- 6.37 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days. The Engineer-in-charge shall have the right to sell any or all of the contractors unused materials, constructional plant implements, buildings etc. and apply the proceeds of sale there of towards the satisfaction of any sums due from the contractor under the contract and if there after there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.



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- 6.38 Any sums in excess of the amounts due to the company/ corporation and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the company/ corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.
- 6.39 Liability for damage, Defects or Imperfections and Rectification thereof :
- 6.40 If the contractor or his workman or employees shall injury or destefy any, part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of thedefects liability period. That any work has been executed with unsound, imperfect or unskillful workmanship or that any materials or articles provided by the contractors for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective of improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/ or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and/ or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.
- 6.41 In case of repairs and maintenance works, splashes and dropping from the white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition the Engineer-in-charge shall have the right to get the work done by other means at the contractor. Before taking such action, however, the Engineer-in-charge shall give three day's notice in writing to the contractor.
- 6.42 Urgent Works :**
If any urgent work (in respect where of the decision of Engineer-in-charge shall be final and binding) become necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the company/ corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.
- 6.43 Changes in Constitution :**
Where the contractor is a partnership firm, prior approval in writing of the accepted authority shall be obtained before any change is made in the constitutions of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the work hereby undertaken by the contractor.

6.44 Training of Apprentices:

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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The contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub- contractors and others employed by the contractor in connection with the works, for such periods as may be required by the Engineer-in-charge. The contractor shall train them as required under the apprentices Act. 1961 and shall be responsible for all obligations of the employer under the act including the liability to make payment to apprentices as required under the Act.

6.45 ARBITRATION AND LAWS

ARBITRATION AND GOVERNING LAW :

- 6.45.1 In all cases of disputes emanating from and in reference to this Agreement and all questions, disputes or differences of any kind what-so-ever arising out of or relating to this agreement the dispute shall be referred for arbitration to sole arbitrator to be appointed by the Head of the unit-Jhansi. The arbitration 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 arbitrator. The venue of arbitration shall be at Jhansi or the place decided by the sole arbitrator. The award of the arbitrator shall be final and binding on the parties to this agreement. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi -Uttar Pradesh Courts.
- 6.45.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable.
- 6.45.3 In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall binding the parties hereto finally and conclusively, shall decide the dispute.

6.46 ARBITRATION

- 6.46.2 All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is
- 6.46.3 by the contract expressed to be final and conclusive, shall, after written notice by either party to the contract to the other party, be referred to sole arbitration of the Unit head of BHEL Jhansi or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996.
- 6.46.4 The parties to the contract understand and agree that there will be no objection that the Unit head of BHEL Jhansi or the person nominated as arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 6.46.5 In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Unit head of BHEL Jhansi or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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6.46.6 The arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

6.46.7 Wherever the above sub-clauses are silent w.r.t arbitration, Cl.50 of GCC shall be referred to.

6.47 Indemnity clause

In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act. VIII of 1923 whether by the contractor or by BHEL-Jhansi as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL-Jhansi shall be final in regard to all matter arising in this clause. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL-Jhansi official In charge of the work The contractor shall indemnify BHEL-Jhansi (in the format enclose Annexure 'XI' indemnity bond on Non Judicial stamp Paper as per Governments rules) against all losses or damages sustained by BHEL-Jhansi resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL-Jhansi, as a consequence of failure, BHEL-Jhansi to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.

6.48 Laws governing the contract

This contract shall be governed by the Indian laws for the time being in force.

6.49 FORCE MAJEURE

6.49.1 The following shall amount to force majeure conditions. Acts of God, act of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.

6.49.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of any such contingency provided the contractor immediately reports about the same to BHEL in writing supported by documentary evidence but the Contractor shall not be eligible for any compensation on this account.

6.50 GUARANTEE

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to 24 Month (Two Year) from the date of the completion of work. During this period of the responsibility of contractor shall be to attend all meetings with BHEL, Jhansi and to attend & reply all the matters relating to the design / contract work as may be required. 100% of the security deposit calculated as per BHEL Policy, shall be retained by BHEL during passing of final bill against the performance guarantee during the defect liability period.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

**6.51 Responsibilities of contractor.**

- 6.51.1 The contractor will be required to make agreement with BHEL on Non-Judicial stamp paper of Rs.100/- as per Annexure-X and Annexure XII for Indemnity bond..
- 6.51.2 The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed.

6.52 OTHERS TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.**LABOUR LICENCE AND OTHER REQUIREMENTS: -**

- 6.52.1 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.
- 6.52.2 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.
- 6.52.3 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.
- 6.52.4 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.

6.53 APPOINTMENT AND ENTRY IN FACTORY PREMISES:

- 6.53.1 The contractor shall submit the following to HR, contracting department and CISF
- 6.53.2 The details of the worker proposed to be deployed.
- 6.53.3 Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- 6.53.4 Copy of employment card issued by contractor to his own worker. Annexure II
- 6.53.5 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
- 6.53.6 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.
- 6.53.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labor (R&A) Central Rules. A copy of this format is annexed as *annexure III*.



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6.53.8 The entry of contractor's worker in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card 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.

6.54 ATTENDANCE AND PAYMENT OF WAGES

- 6.54.1 Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- 6.54.2 Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- 6.54.3 The contractor shall pay minimum wages as applicable of the Appropriate Government.
- 6.54.4 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- 6.54.5 The contractor shall make payment to the his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- 6.54.6 The contractor shall remit the cheques favoring 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.
- 6.54.7 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

6.55 PROVIDENT FUND

- 6.55.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 6.55.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.
- 6.55.3 In case the worker 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.
- 6.55.4 After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.
- 6.55.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.



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6.56 PF CONTRIBUTION:

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
<i>As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).</i>	Insp /Admn Charges (Subject to minimum Rs. 500/- per challan)	0.65%
	Admn/Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges (Subject to minimum Rs. 200/- per challan)	0.01%
	Total	13.16%

6.57 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

6.58 EMPLOYEES STATE INSURANCE

The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.

At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

The contractor shall facilitate collection of issued ESI cards by his worker.

As applicable by Government /respective agency (existing wage limit for coverage under the Act is Rs. 15,000/- per month w.e.f. 01/05/2010).

6.59 ESI CONTRIBUTION:-

Employee's Contribution
1.75 % of gross wages

Employer Contribution
4.75% of gross wages

6.59.1 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

6.59.2 The contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

6.59.3 Form XIII - Register of Workmen employed by contractor (Rule 75)

6.59.4 Form XIV - Employment Card issued by contractor (Rule 76)

6.59.5 Form XVI - Muster Roll 78(1) (a) (i)

6.59.6 Form XVII - Register of Wages (Rule 78 (1) (a) (i))

6.59.7 Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)

6.59.8 Form XIX - Wage Slip (Rule 78) (1) (b)

6.59.9 Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))

6.59.10 Form XXI - Register of fines (Rule 78) (1) (a) (ii)

6.59.11 Form XXII - Register of advance (Rule 78) (1) (a) (ii)

6.59.12 Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)

6.59.13 Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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- 6.59.14 Form XII – Register of Adult Workers
- 6.59.15 Form XIV – Leave with wage register
- 6.59.16 Form XV – Leave book
- 6.59.17 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

6.60 **BONUS :-** The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

6.61 LEAVE WITH WAGES TO THEIR EMPLOYEES:-

- 6.61.1 Guidelines as per factories Act 1948 & U P Factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
- 6.61.2 The contractor will give three paid National Holidays to his employees.

6.62 OTHER GENERAL TERMS AND CONDITIONS:-

6.62.1 LEGAL COMPLIANCE

- 6.62.1.1 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. 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.
- 6.62.1.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 6.62.1.3 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.
- 6.62.1.4 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 assigning any reason thereof.
- 6.62.1.5 Medical certificate of fitness, of current date, from local registered medical practisener (RMP) qualified as per Indian medical degree act 1916 are in the schedule to the Indian medical council act 1956 and passed the certificate (Rules 63-J of UP factories rules 1950) in respect of all skilled /semi-skilled/unskilled work men shall be furnished by contractor before starting work in BHEL.
- 6.62.1.6 For worker working at height medical certificate of fitness with special fitness of eye side etc. from register medical practisener (RMP) shall be furnished before start the work.

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- 6.63 **Security deposit will be released** on submission of following certificates from departments mentioned as under:-
- 6.63.1 Completion of work and certification of payment of minimum wages to employees from contracting department.
 - 6.63.2 Certificate of compliance of labour laws from Contracting Deptt. Verified by HR department.
 - 6.63.3 Certificate of payment of Bonus by Contracting Deptt and verified by HR Department
 - 6.63.4 No dues certificate from contractor regarding GST payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - 6.63.5 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.
- 6.64 **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.
- 6.65 **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.
- 6.66 **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.
- 6.67 **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.
- 6.68 **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.
- 6.69 **JURISDICTION**

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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6.70 **Special Instructions:**

- 6.70.1 Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
- 6.70.2 The contractor has to produce the bank guarantee (as mentioned earlier) in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for three months after expiry of the contract and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period (12 months) + 3 months claim period. 10% of total value shall be withheld in case bank guarantee is not renewed.
- 6.70.3 This is a time bound contract for period mentioned, and does not envisage any escalation of price.
- 6.70.4 The rates quoted by the contractor shall be firm for the contract period.

6.71 **LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION**

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Jhansi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

6.72 **COMMENCEMENT & COMPLETION OF WORK**

- 6.72.1 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.
- 6.72.2 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.
- 6.72.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

6.73 **RIGHTS OF BHEL**

- 6.73.1 BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.
- 6.73.2 To get the work done through another agency at the risk and cost of contractor, in the event of poor progress or the contractor's not starting the work, after once shifting it, poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of work persistent disregard of instructions of BHEL assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 6.73.3 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through another agency and/or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/BHEL's obligation to its customer.
- 6.73.4 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - 6.73.5 Contractor's continued poor progress.
 - 6.73.6 Withdrawal from or abandonment of the work before completion of the work.

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Seal & Signature OF BHEL contracting authority



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- 6.73.7 Corrupt act of the contractor.
- 6.73.8 Insolvency of the contractor.
- 6.73.9 Persistence disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission.
- 6.73.10 Non-fulfillment of any contractual obligations or obligations under the law.
- 6.73.11 To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 6.73.12 To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work (Pl. refer cl. 32 of GCC of BHEL Jhansi).
- 6.73.13 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subjected to revision.
- 6.73.14 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- 6.73.15 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment on this account.
- 6.73.16 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
- 6.74 CONSEQUENCES OF CANCELLATION**
- 6.74.1 Whenever BHEL exercises its authority to terminate the contract and withdraw a portion of work under clause 23, the work may be got completed, by any other means, at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 6.74.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of material purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.



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SPAECIAL CONDITIONS – SAFETY





7.0 (SPECIAL CONDITIONS – SAFETY)

- 7.1 The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions .
- 7.2 Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
- 7.3 Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M.
- 7.4 Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
- 7.5 The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- 7.6 The contractor shall keep a supervisor always at work site.
- 7.7 Power shut down shall be taken before commencement of the work wherever power cables are running.
- 7.8 Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
- 7.9 The contractor shall provide safety nets to the work force during the execution of work at height of more than 3 meters and as directed by the engineer in charge.
- 7.10 The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
- 7.11 The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.
 - 7.11.1 Safety Helmets conforming to IS: 2925, 1981
 - 7.11.2 Safety belts conforming to IS: 3521, 1983
 - 7.11.3 Safety shoes conforming to IS: 1.4544. 1998
 - 7.11.4 Eye, and face protection devices conforming to IS: 1179, 1967.
 - 7.11.5 Hand and body protection devices conforming to IS: 2573 - 1975, IS: 6994 - 1973 and IS 8520 - 1978, IS: 578-1985 and IS 6694.

SAFETY IN CIVIL ENGINEERING WORKS

- 7.12 While working at heights, a safe foot holds and hands holds should be provided.
- 7.13 No loose material should be allowed to remain in the vicinity of persons working at
- 7.14 Heights due to which they may inadvertently loose there balance and fall down.
- 7.15 Wherever, it is reasonable practical, workers should be made to use safety belts.
- 7.16 Ladders, crawling ladders and crawling boards are to be provided if a person has pass across or work on or from any material liable to fracture under his weight and cause him to fall more than 1.98 meters.
- 7.17 In considering whether a material is likely to fracture beneath a person's weight, regard must be had to any additional weight he may be carrying or supporting.
- 7.18 Ladders crawling boards etc., to be securely supported and if necessary secured to prevent slipping.
- 7.19 Guard rails, coverings or other suitable means may be used to prevent person stepping on to fragile material, while working or passing near it if such material is likely to fracture under his weight and cause him to fall more than 1.98 meters.



7.20 While working on sloping roofs, suitable, crawling, boards or crawling ladders should be used. These crawling ladders should be properly supported and securely enhanced to the sloping surface or the roof ridge.

7.21 Suitable and sufficient means are to be provided to prevent fall of articles from a sloping roof.

DEMOLITION:

7.22 Safe access should be provided to every place at which any person has to work. Scaffolds to be provided for all work that cement safety be done otherwise.

7.23 Shoring or either steps are to be taken to prevent accidental collapse of the building or part of the building being dismantled.

7.24 Similar precautions are to be taken against collapse of any adjacent building, if this would involve danger.

7.25 No steel work or iron work is to be cut or released unless precautions are taken to avoid danger from sudden twist, spring or collapse.

7.26 No framing is to be removed unless all practicable steps are taken to avoid collapse of the structure.

7.27 Demolition work is to be placed under the supervision of a competent person experienced in demolition work.

EXCAVATIONS:

7.28 Barriers are to be provided round excavations, shafts, pits and opening into which persons can fall a vertical distance of 1.98 meters. These barriers are to be as close as practicable to the edge of the excavations and are to be erected as soon as practicable after excavating begins. They are to be maintained in position except when necessarily removed for the access of persons or materials.

7.29 Adequate and suitable timbering should be used to prevent danger from falls or dislodgement of sides of excavations etc., or materials adjacent to it. Timbering is to be done as early as practicable in the course of work.

7.30 No person should be allowed to work in any excavation. Shaft or tunnels after explosives have been used in or near it, in a manner likely to affect stability, until a thorough examination has been made by a responsible person.

7.31 No person should be allowed to work in any excavation, Shaft or tunnels after an unexpected fall of work rock, earth or to her material or after substantial damager to timber or other supports, unless the part concerned is thoroughly examined by a responsible person declared safe.

7.32 No material should be placed near the edge of the excavation so as to endanger persons below. No load should be placed or removed near the edge of an excavation etc., where it is likely to cause the collapse of the side of the excavation and so endanger to any person.

7.33 If excavation is likely to affect the security of the structure (permanent or temporary) steps must be taken to safeguard persons employed from possible collapse of that structure.

7.34 Means of reaching a place of safety is to be provided, when there may be danger from rising water or irruption of water or materials.

7.35 Means to prevent over running are to be taken when vehicle is used to tip material into pit or excavation or over the edge of embankment or earth work.

LADDERS:

7.36 Ladders to be used should be of good construction, of a suitable and sound material of adequate strength.

7.37 Ladders with missing or defective rungs should not be used.

7.38 Wooden stiles or sides and wooden rungs should have grain-running length wise.



- 7.39 Rungs should be properly fixed to the sides.
- 7.40 Ladders standing on a base are to be equally and properly supported on each stile or side.
- 7.41 Ladder standing on a base to be securely fixed near its upper resting place, if such fixing is impractical the ladder must be fixed at or near its lower end. If this is also impracticable a person, must be stationed at the feet of the ladder to prevent it from slipping.
- 7.42 Ladder should not be placed on loose bricks or loose packing.
- 7.43 Except when there is an adequate handled, ladder must rise to a height of a least 3 feet6 inches (1.00 Mtr.) above the landing place or above the heights rung reached by the feet of persons using the ladder.
- 7.44 Space at each rung to be sufficient to provide adequate foot held.
- 7.45 Openings in landing places through which ladders pass should be as small as practicable.
- 7.46 Folding steps ladders should have level and firm footing and should not stand on loose bricks or other loose packing.

SCAFFOLDS:

- 7.47 Materials used for scaffolds should be of sound and adequate strength.
- 7.48 The timber used should be suitable quality, good condition, bark complete stripped off, and without paint or other treatment, which would prevent defects from being easily seen.
- 7.49 Timber and material with projecting nails should not be used.
- 7.50 Metal parts should be of suitable quality, in good condition, free from corrosion or other patent defects likely to affect strength.
- 7.51 Defective parts or materials should not be used and no defective ropes or bonds should be used.
- 7.52 Standards or upright should be vertical or slightly inclined towards the building or other structure, where practicable and to be sufficiently close to ensure stability.
- 7.53 Displacement or sinking of standards or uprights to be prevented either by provision of base plates or either adequate means.
- 7.54 Ladders used as uprights to be adequate strength secured to prevent slipping and so placed that the two stiles of sides of each ladder are evenly supported.
- 7.55 Ladders are to be horizontal, as nearly as possible and should be secured to standards or uprights by efficient means.

WORKING PLATFORMS:

- 7.56 All working platforms should be closely boarded, planked or plated.
- 7.57 Boards should be of sufficient thickness having regard to the distance between putlogs other supports.
- 7.58 All boards should be at least 51 mm thick and 210 mm wide.
- 7.59 Boards should rest securely and evenly on their supports. Each board should have at least three supports unless the thickness and the distance between the supports are such as to present on due or unequal staging when, supported on the two pipes.
- 7.60 No board should project beyond for more than four times its thickness, unless secured to prevent tipping.
- 7.61 No board should project to an extent which makes it unsafe having regard to its thickness and strength and the weight likely to be on it.
- 7.62 The platforms should be of adequate width to give sufficient working space.
- 7.63 The platforms should extend at least 600 mm. beyond, the end of wall or working face if work is being done at that end of the wall of face.
- 7.64 The platforms should have guard rails to a height of between 920 mm and 1150 mm. above the platform or any raised part of it.
- 7.65 The platforms should have toe-boards high enough to prevent falls of persons, tools and materials, with a minimum height of 15.5 mm. space between the toe-boards and the



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lowest guard rail should not exceed 760 mm. guard rails and toe-boards should be on the inside of uprights unless there is some other means of preventing their outward movement.

- 7.66 Guard rails and toe-boards should always remain in position except when removal is necessary for the access of persons or materials, or other necessary purposes of the work.

SAFETY NETS AND BELTS:

- 7.67 If all or any of the above requirements is not practicable, resources may be taken to use suitable safety belts/body hardness or nets to prevent persons falling from heights of 1.98 meters and above.
- 7.68 Safety belts when used should be attached continuously to suitable and fixed anchorages.
- 7.69 Safety nets should be maintained in all positions necessary to protect persons at work, except in so far as they have to be temporarily removed for the passage of materials or for any other purposes.

LIFTING TACKLES/CRANES

- 7.70.1 Lifting roof trusses should be undertaken after discussing the procedure with BHEL taking all necessary care to prevent accidents.
- 7.70.2 If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors.
- 7.70.3 In case of a fatal or disabling injury accident to any person due to lapses by the contractor. BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.
- 7.70.4 In case of any damage to propriety due to the lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
- 7.70.5 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL, shall have the right to recover cost of such delay from the payments due to the contractor after notifying the contractor suitably.
- 7.70.6 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so. BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of the sub contractors.



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**SPECIAL CONDITIONS OF CONTRACT FOR CIVIL
WORK**



We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

8.0 SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

- 8.0 These special conditions supplement the conditions enumerated in the tender and contract and the other general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
- 8.1 The rate quoted for reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.
- 8.2 The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
- 8.3 In case of any difference between agreement, wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
- 8.4 The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
- 8.5 If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
- 8.6 **Water will be supplied free of cost** at one point for drinking and construction further refer clause no. 8.25 at page no 66.
- 8.7 Quantity records of cement / structural fabrication shall be prepared, maintained and submitted by contractor on monthly basis during the course of execution.
- 8.8 Test records for Quality of cement / structural fabrication shall be prepared, maintained and submitted by contractor on monthly basis during the course of execution.
- 8.9 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 by the contractor at his own 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 items and the contractor shall have no claims over such defective work allowed on reduced rates.
- 8.10 The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If Deemed necessary by 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 without any additional payment. Therefore, if the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
- 8.11 **For all natural minerals** used in the work like sand, aggregate, bricks, etc royalty certificate (MM-11) must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable.
- 8.12 **Any electric power** required for contractors' lighting/machinery for the purpose of work including fabrication work shall be supplied FREE OF COST at one point by the company on the written request of the contractor, subject to the observance of rules and regulations of Electric board / company (Further refer clause no 8.25 at page 66). If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will not be allowed for cooking and room (air) heating in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.
- 8.13 **Taxes and Duties:-**
- 8.14.1 Price quoted shall include all taxes/Duties/Royalties applicable as on date of submission of tender except GST.



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- 8.14.2 GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).
- 8.14.3 No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- 8.14.4 Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.
- 8.14.5 Contractor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- 8.14.6 Contractor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
- 8.14.7 Contractor to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- 8.14.8 Contractor to submit invoices compliant with GST invoice rules.
- 8.14.9 Contractor to comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by contractors shall be borne by them and shall be adjusted/ recovered from the contractor. BHEL reserves the right to review the existing offers/contracts for any revision in terms, which may arise due to change in any statutory provision to ensure that the benefit accrues to BHEL.
- 8.14.10 Contractor to ensure TAX INVOICE submission to BHEL.
- 8.14.11 In respect of cases where the liability to discharge GST in on BHEL under reverse charge mechanism, contractors have to ensure timely submission of invoices and delivery of material/services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the contractor on submission or delivery of material/services the same shall be passed on to them.
- 8.14.12 In respect of free issue material by BHEL, contractors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non- compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.
- 8.14.13 Contractors to provide the applicable HSN/SAC codes as called for in the enquiry.
- 8.14.14 As per provisions of section 171 of the CGST ACT 2017, bidders to pass on the anti - profiteering benefits accruing to them under GST regime to BHEL.
- 8.14.15 In case of input credit is not available as denied by GST Portal due to in proper documentation or wrong uploading of data by bidder, the same will be recovered from bidder along with interest, if any.

8.15 COMPENSATION FOR DELAY (L D CLAUSE)

Time is the essence of the contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the contract (08 months-Contractual Completion period), he shall without prejudice to any

other right or remedy of BHEL on account of such breach, the contractor agrees to pay compensation (penalty) to BHEL. The above agreed compensation shall be a penalty equivalent to 0.5% (half percent) of the total contract price per week delay subject to a maximum of 7.5% of the total executed contract price including elements of taxes, duties etc.

BHEL shall deduct the amount of such compensation from any money due or which may become due to the contractor and /or recover such compensation from the bank guarantees / security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.

8.16 Provision of Bonus:- Early completion of work is acceptable by BHEL. However no reward/bonus on any early closure shall be admissible.

8.17 Over Run Compensation (ORC):- Not applicable in this contract.

8.18 Price Variation Compensation (PVC) :- Not applicable in this contract.

8.19 MATERIAL HANDLING AND STORAGE

Adequate arrangement be made for material handling & storage taking due care against damages.

8.20 ACCOUNTING

8.20.1 Proper method of accounting of steel, tore steel, cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.

8.20.2 All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.

8.20.3 Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.75 per kg.

8.21 Overpayments and Underpayments:

8.21.1 Where-ever any claim for the payment of a sum of money to the company/ corporation arises out of or under this contract against the contractor the same may be deducted by the company/ corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company/ corporation or from any other sum due to the contractor from the company/ contractor (which may be available with the company/ corporation) or from his security deposit, or he shall pay to claim on demand.

8.21.2 The company/ corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 50 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award:



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- 8.21.3 If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- 8.21.4 Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- 8.21.5 Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.
- 8.22 **Methods of Measurements :**
Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the CPWD schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.
- 8.23 **Payment on Account :**
- 8.23.1 Interim bills shall be submitted by the contractor after completion of stage mention in time schedule on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the required measurements of the work.
- 8.23.2 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :
- 8.23.3 all works executed, after deducting there-from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 8.23.4 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or material to which it relates is/are in accordance with the contract.
- 8.23.5 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.
- 8.24 **Time Limit for Payment of Final Bill :**
- 8.24.1 The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by Engineer-in-charge,

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shall be made six month, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

8.24.2 After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed

portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

8.25 Total Scope at a Glance

S. No.	Description	Scope to taken care by	
		BHEL	Bidder
1	Open space		
1.1	Open space for storage of material required.	Yes	
1.2	For fabrication.	Yes	
1.3	Covered/ready to use office rooms for projects.		Yes
1.4	Space for lodging for workers (Out side factory premises)	Yes	
2	For living purpose of bidder staff		
2.1	Lodging & Boarding for Executives.		Yes
2.2	Lodging & Boarding for Workers.		Yes
3	Electricity		
3.1	Provision of electricity at single point.	Yes	
3.2	Further distribution of Electricity including required material and execution.		Yes
4	Water Supply		
4.1	Making the water available at single point	Yes	
4.2	Further distribution as per the requirement of work including supply of material and execution.		Yes
5	Transportation		
5.1	For project purposes:		Yes
5.2	For the site personnel of the bidder		Yes
5.3	For the bidder equipment and consumables (T & P, Consumables etc.)		Yes
6	Lighting		
6.1	For Construction work (Supply of all the necessary materials & Execution)		
A	At office storage area		Yes
B	At the preassembly area		Yes
C	At the construction site /area		Yes
7	Communication Facility for site operation		
7.1	Telephone, internet, e-mail etc.		Yes
8	Shop Crane, if available (Free of Cost)	Yes	



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TECHNICAL SPECIFICATION



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9.0 **TECHNICAL SPECIFICATION**

- 9.1 The works shall be executed with the directions, instructions, which shall be given to the contractor by BHEL from time to time and as per technical specifications in price schedule-A and drawings available in the office to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
- 9.2 If the specifications found wanting relevant technical specifications along with the tender shall be followed. Further missing details relevant CPWD and IS specifications shall be followed. Wherever, there is difference in between CPWD and IS specifications latter shall prevail.
- 9.3 **FOR EXECUTION OF ALL SCHEDULED ITEMS CPWD SPECIFICATIONS AND RELEVANT IS CODES ARE TO BE FOLLOWED. FOR EXECUTION OF NON-SCHEDULED ITEMS SPECIFICATIONS ENCLOSED WITH THIS TENDER ARE TO BE FOLLOWED.**
- 9.4 Specialized works are to be executed by specialized agency with the approval of BHEL.
- 9.5 The materials in the scope of contractor shall have to be got approved by the contractor from the Engineer-in-charge before supplying inside the factory area. These materials should be accompanied by certificate. Testing of these materials shall be carried out at any BHEL or Govt approved lab whose cost will be borne by the contractor.
- 9.6 Contractor shall insure that quality is mentioned in all works connected with this contract all stages as per requirement of BHEL. Contractor insure all inspection, measuring and testing equipment that are used, whether old by contractor are used on loan, are Calibration by authorized agency and valid Calibration will be available with them for verification by BHEL
- 9.7 Test Certificates are to be supplied for all bought-out items as required by the Engineer-in-charge.
- 9.8 Daily Log book should be maintained for the job in duplicate (1 for BHEL and 1 for Contractor) for detailing incorporating alignment/clearness/centering/labeling/Reading and inspection details and FQP (field quality plan).
- 9.9 Inserts are required to be fixed in concrete as per the requirement and direction of Engineer-in-charge.
- 9.10 The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.
- 9.11 If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
- 9.12 Material reconciliation statement has to be submitted by the contractor as & when required by BHEL.

9.13 Specification for Micro Concrete :-

9.13.1 Supply of material: - The material shall be supplied in prepacked powder form of make Dr. Fixit, Ultratech cement, Sika India only. The technical data sheet shall be submitted to BHEL before supply of material.

9.13.2 Method of Application :-

9.13.2.1 Surface Preparation:

- (a) The surface should be cleaned and all loose concrete, dust, oil, paint, grease, waterproof coating, etc. should be removed.
- (b) Any corroded steel in the repair area shall be fully exposed and remove all scale and corrosion deposits shall be removed.
- (c) The substrate shall be saturated with water to prevent absorption of water from the mixed material.

9.13.2.2 Mixing

- (a) PAN Mixer shall be used for mixing of Micro Concrete.
- (b) 85-90 % of clean & potable mixing water (3.75 to 4 liters per 25 kg bag) shall be charged to a PAN Mixer before adding micro concrete.
- (c) Then Micro Concrete powder shall be added slowly under continuous mixing. Keep mixing for 2 minutes.
- (d) The balance quantity (10-15%) of mixing water shall be added & again mix for another 2-3 minutes to form a homogeneous, free flowing, uniform & lump-free mix.

9.13.2.3 Application

- (a) The mixed Micro Concrete shall be poured into a watertight shuttering.
- (b) The repaired concrete shall be cured for minimum 7 days before removing the shuttering or alternatively Curing Compound may be used for curing.

9.14 Specification for Grouting Cement :-

9.14.1 Supply of material :- The material shall be supplied in prepacked powder form of make Dr. Fixit, Ultratech cement, Sika India only. The technical data sheet shall be submitted to BHEL before supply of material.

9.14.2 Method of Application :-

9.14.2.1 Surface Preparation:

- (a) The surface should be cleaned and all loose concrete, dust, oil, paint, grease, waterproof coating, etc. should be removed.
- (b) Any corroded steel in the repair area shall be fully exposed and remove all scale and corrosion deposits shall be removed.
- (c) The substrate shall be saturated with water to prevent absorption of water from the mixed material.

9.14.2.2 Mixing

- (a) PAN Mixer shall be used for mixing of Micro Concrete.
- (b) 80-90 % of clean & potable mixing water (refer to mixing ratio at (e)) shall be charged to a PAN Mixer before adding Grouting cement.
- (c) Then Grouting cement powder shall be added slowly under continuous mixing. Keep mixing for 2 minutes.
- (d) The balance quantity (10-20%) of mixing water shall be added & again mix for another 2-3 minutes to form a homogeneous, free flowing, uniform & lump-free mix.

(e) Mixing Ratio

Consistency	Water (litre) per 25 kg of Grout
Flowable	3.70 - 4.20
Pourable	3.60 – 3.90
Stiff	3.40 – 3.70

9.14.2.3 Application

- (a) After mixing, stir lightly with a spatula for a few seconds to release any entrapped air. The grout shall then be poured immediately into the prepared formwork.
- (b) When carrying out base plate grouting, sufficient pressure head shall be maintained for uninterrupted mortar flow. For formwork repair, the prepared formwork must be firmly in place and kept watertight.
- (c) When placing grout over a large area, it is important to maintain a continuous flow throughout. Work sequence must be properly organised to ensure an uninterrupted flow.
- (d) For sections thicker than 100 mm or for large grouting areas, it is necessary to mix SikaGrout® 214 with graded 10 mm silt free aggregates to minimise temperature rise generated during curing stage. The quantity of aggregates should not exceed 1 part aggregates to 1 part SikaGrout® 214 by weight.

MODE OF PAYMENT





BHEL JHANSI

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

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10.0 MODE OF PAYMENT

- 10.1.1 All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his account details in the standard format as at **Annexure 'XV'** to be provided by BHEL Jhansi.
- 10.1.2 All payments will be made as per rate offered by contractor for Price Schedule A only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the party will sign in that.
- 10.1.3 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills . The recoveries could be made for I.Tax as per rule governed by Central Government.
- 10.1.4 The contractor shall bear the expenditure involved if any, in meeting requirements for taking measurement . The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.
- 10.1.5 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the 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 a 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.

10.2 Payment of Bills

- 10.2.1 The 100% of bill amount as per price schedule shall be paid for completed part of work in RA bill and final bill shall be paid after completion of work and duly certified on the measurement book by engineer in charge. The payment shall be done within 30 days (from submission of all clear documents). The contractor's bills should be accompanied with the following.
- 10.2.2 Copy of Measurement Book entries/Statement of work done by the Contractor
- 10.2.3 Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XV of Contract Labour (R&A) Rules)
- 10.2.4 PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution. History of contributing contract workers for PF/ESI duly certified by the contractor.
- 10.2.5 Wage payment sheet for the period of previous month bill as per annexure IV, duly certified by an executive of the User Department
- 10.2.6 Contractor has to submit a certificate by 10th of every month to the effect that wages have been paid on or before 7th of that month. This certificate (which bears the signature of the User Department and HR), along with proof, has to be attached to the bill submitted by the Contractor.
- 10.2.7 Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPF for billing month.
- 10.2.8 Copy of Form 12A-regarding PF remittance.
- 10.2.9 List of Contract Labour covered under accident insurance policy.
- 10.2.10 Statement of material supplied by the contractor if any.
- 10.2.11 Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- 10.2.12 Copy of Challan of previous GST paid

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

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- 10.2.13 Proof of Personal Accident Insurance Policy along with bill.
- 10.2.14 Undertaking of the Contractor that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. The first monthly bill of the Contractor shall be cleared only after submission of this undertaking.
- 10.2.15 The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Tax Challan& documents as above, forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and GST Challan) to Finance department.
- 10.2.16 Finance department shall, on satisfactory compliance, and after deduction (if any) on account of defaults / Penalties / TDS, will make the due payment to the contractor.
- 10.2.17 In case the Contractor fails to make the payment by 7th of the month (as mentioned at clause X(2)(vi) above) or commits any other defaults, the Security Deposit of the Contractor and all other dues shall also be utilized by BHEL to discharge the contractor liability.
- 10.2.18 Payment against the bills submitted shall be released within 30 days of receipt of bill, if complete in all respects

ANNEXURE “I” TO “XV”



गेट पास आवेदन प्रपत्र

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनोंक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नामजन्म तिथि/आयु.....

पिता का नाम पहचान चिन्ह

स्थाई पतावर्तमान पता.....

शैक्षिक योग्यता तकनीकी योग्यता

आधार कार्ड संख्या..... मोबाइल नं.

भविष्य निधि खाता संख्या कर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनोंक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर

(दिनोंक एवं मोहर सहित)

(दिनोंक एवं मोहर सहित)

आवंटित गेट पास सं0..... दिनोंकहस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनोंक एवं मोहर सहित)

के0औ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तकसे.....तक श्री

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्याजारी होने की तिथि से दिनोंकतक ही वैध होगी तथा प्रत्येक माह / तीन दिन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई

बी0 एच0 ई0 एल0 जॉसी (उ0 प्र0)

संविदा श्रमिक
का हस्ताक्षर
युक्त
फोटो(ठेकेदार
द्वारा



BHEL JHANSI

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Department: Factory civil

TENDER DOCUMENT

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11.2 Annexure "II"

FORM XIV

(See Rule 76)

Employment Card

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

Employer

1- Name of the workmen :.....

2- Serial no. In the register of
Workmen employed

3. Nature of employment / designation

4. Wage rate with particulars of unit
In case of Piece – work.

5. Wage Period

6. Tenure of employment

Remark

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



BHEL JHANSI

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

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11.3 Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

S.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature of thumb impression of workmen	Date of termination of employment	Reasons for termination	Remark
1	2	3	4	5	6	7	8	9	10	1	12

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

FORM XVII

[See rule 78(1) a (i)]

Register of Wages

Name and Address of Contractor

Name and address of Establishment in / under

----- which contract is carried on -----

Nature and location of works

----- Name and address of Principal
Employer

Wage period: Monthly -----

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Amount of wages earned

Daily – rate of wages/piece	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be	Total
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature /Thumb impression of workman	Initial of contractor or his representative
1	2	3	4

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ---(date)

(Executive Incharge)

11.5 Annexure “V”

GUIDELINES FOR DEALING WITH “DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID”.

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED: -

- (a) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL,
- (b) IF THERE IS SUCH DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, ALL THE L 1 BIDDERS WILL BE ASKED TO SUBMIT REVISED OFFERS AND THEN THE LOWEST OF THESE REVISED OFFERS WILL BE TREATED AS L1. OWEVER IF AGAIN MORE THAN ONE BIDDER IS L1 THEN THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

FINANCIAL VIABILITY

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years 2015-2016 2016-2017 2017-2018	Rs. Rs. Rs.
3.	Value of fixed Assets of the Business in last three years 2015-2016 2016-2017 2017-2018	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

Note: All the above documents should be duly certified by auditors /Bank as may be applicable.



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11.7 ANNEXURE - 'VII'

Annexure 'VII A'

ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

S. No	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Annexure 'VII B'

Detail of Equipment Plants & Machinery & tools

S. no	Name & Make	Purpose / work	Year of Procurement	Working Condition/ Calibration	Quantity

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



BHEL JHANSI

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11.8 ANNEXURE –VIII

DECLARATION SHEET

I,on behalf of M/s.....

..... hereby certify that,

- 1- All the information and data furnished by us with regard to this Tender No..... are true and complete. We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.
- 2- Our firm has not been black listed by any BHEL unit or any other Govt / Public sector organization.
- 3- Our firm Has never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude.
- 4- We agree to abide by all statutory and legal requirements of Central / State Government.

We, further declare that, the rates quoted by us in price bid are unconditional and unambiguous.

Date

Name & signature of the bidder
(Seal)

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

1.	Name & Address of the Tenderer	
2.	E-mail ID	
3.	Phone No. (Office) Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal No. & date	
6.	Whether EMD submitted Give detail.	
7.	Validity of offer/rates quoted for 120 days from the date of opening of tender	Yes/No
8.	Financial Status as per Clause 5.7.1 (in the format Annexure `VI`)	Yes/No
9.	Permanent account Number	
10.	Details of experience as per Clause 5.7.3 (in the format Annexure `VII`)	Yes/No
11.	Attested copy of power of attorney as per clause 5.7.6	Yes/No
12.	Details about type of the firm as per clause 5.7.7	
13.	Declaration sheet as per clause 5.7.8 (in the format Annexure `VIII`)	Yes/No
14.	P.F. Code No	
15.	GST Registration Number (PAN based)	
16.	ESI policy no-	
17.	Valid Central labour license no. & date	
18.	Blank price-bid, clause 5.7.2	
19.	Bar chart/PERT Chart (Time schedule)	

Documentary proof in support of above to be submitted along with Techno Commercial Bid (Part I)



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11.10 ANNEXURE – X

CONTRACT

(To be issued in appropriate valid non –judicial stamp paper issued from State of Uttar Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 200.... Between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

.....
.....
(hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexure, Letter of Intent

dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees) towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed by Bank in favour of BHEL towards Security Deposit valid up to.....(The Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by BHEL..... @

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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10% of the value of work done from each running bill till the entire security deposit is recovered).

The contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension (s) from the Bank, the contractor shall pay forthwith or accept recovery of Rs..... from the bills in one installment and the Contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.....

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



BHEL JHANSI

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That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date
- (d)

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

WITNESS: -1.

2.

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Jhansi

1.

2.



11.11 ANNEXURE – “XI”

INDEMNITY BOND

WHEREAS THE (Name of the contractor) M/s. _____, having its registered office at, _____ has taken the contract for tender NO.....dated & Contractor’s Offer No.....datedbut the sub-contractors have also to obtain license under the contract Labour (Regulation & Certificate under Form-V of the said rules.

So on the request of (Name of the contractor) M/s.....vide his letter datedM/s Bharat Heavy Electricals Limited, Jhansi has agreed to issue certificate in Form-V in respect of the sub-contractor mentioned below. The contractor shall sole responsible for compliance of laws normly Labour laws rules, Industrial law, U.P. factory act 1948, Contract labour (Regulation & abolition act) 1970 for applicable to U.P. industries . Similarly the contractor shall also be responsible /indemnify if any claim /demand raised by authority of all U.P. state under central acts namely M/s, therefore, undertake to fully indemnify the M/s Bharat Heavy Electricals Limited, Jhansi from any financial implication whatsoever that may arise due to the grant of certificate in respect of sub-contractors of (name of the contractor in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Contractor

.....

(TO BE EXECUTED ON A NON- JUDICIAL STAMP PAPER OF VALUE OF Rs 100/-)

PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

B.G. No _____ Date _____ . This Deed of
Guarantee made this the day of Two thousand between M/s _____ (Bank
) _____ .

hereinafter called " the Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and M/s Bharat heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act. 1956, having its Registered Office at BHEL House Siri fort, New Delhi - 110 049 through its Unit At Jhansi - 284129 Uttar Pradesh hereinafter called " the company " (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART:

WHEREAS M/s (hereinafter referred to as the contractor) have entered in to a contract Bearing No. _____ dated with the company.

AND WHEREAS The Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

(Full Signature of the Executant with seal)

NOW THIS DEED WITNESSES AS FOLLOWS

This Guarantor do hereby Guarantee to the Company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs/- (Rupees only) and claim made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance or discharge of the terms conditions, stipulations or any one of them a contained in the Contract.

2. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Contract and/or to the extent of loss, damage, costs, charges and expenses caused to or



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suffered by the Company by reason of the Contractor making any default in the Performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration Proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under those presents by any exercise by the Company of the liberty with.

(Full Signature of the Executant with seal)

Reference to the matters aforesaid or by reason of time being given to the Contractor any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision has the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect from to i.e the period that would be taken for the performance of the Contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the contract and accordingly discharges this Guarantee, subject, however, that the Company shall have no claim under this Guarantee after _____ date unless a notice of the claim under this Guarantee has been served on the Guarantor within months from the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
5. The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantees herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized .

(Full Signature of the Executant with seal)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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7. The Guarantor hereby declare that it has power to execute this Guarantee under its memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney a granted to him by the proper authorities of the Guarantor.
8. Notwithstanding any thins contained herein before the Guarantee is restricted to Rs. (Rupees only) and shall remain in force from

to with a claim period of 3 months thereafter.
9. IN WITNESS WHEREOF THE (bank) hereunto set and subscribed its hands the day, month year firs above written.

SIGNATURE FOR AND ON BEHALF OF THE BANK WITH SEAL

WITNESSES:

(1)-----

(2)-----

(Not to be typed on Bank Guarantee).----

1. The Bank Guarantee should be from a Nationalized Bank.
2. The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.
3. **Date of execution of B.G. should be after the date of purchase of the Non Judicial stamp paper.**
4. Bank Guarantees executed in foreign countries must be confirmed by an India Bank or Indian Embassy/ Consulate in that country and should be registered in India by affixing requisite no- judicial stamp.
5. Where pre bid tie up is made, both parties shall submit the bank guarantee against the value of work to be done by them



PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ 1 through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____ 2 (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____ 3 valued at Rs.....4 (Rupees --- -----)4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ 5 (Rupees _____ only),

we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ 6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the



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_____7, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for_(indicate the name of the Bank)___

(Signature of Authorised signatory)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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- 1. ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited**
- 2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.**
- 3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE**
- 4. CONTRACT VALUE**
- 5. BG AMOUNT IN FIGURES AND WORDS**
- 6. VALIDITY DATE**
- 7. DATE OF EXPIRY OF CLAIM PERIOD**

Note:

- 1) Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2) The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3) In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
- 4) In Case of Bank Guarantees submitted by Foreign Vendors- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - a) b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b) b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed. b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

List of Consortium Banks (As on 22.02.2017)			
	Nationalized Banks		Nationalized Banks
1.	Allahabad bank	19	Vijaya Bank
2.	Andhra bank		Public Sector Banks
3.	Bank of Baroda	20	IDBI
4.	Canara Bank		Foreign banks
5.	Corporation bank	21	CITI Bank
6.	Central bank	22	Deutsche Bank AG
7.	Indian Bank	23	The Hongkong and Shanghai Banking
8.	Indian Oversea Bank	24	Standard Chartered Bank
9.	Oriental bank of Commerce	25	J P Morgan
10.	Punjab National Bank		
11.	Punjab & Sindh Bank		Private banks
12.	State Bank of India	26	Axis Bank
13.	State Bank of Hyderabad	27	The Federal Bank Limited
14.	Syndicate Bank	28	HDFC
15.	State Bank of Travancore	29	Kotak Mahindra Bank
16.	UCO Bank	30	ICICI
17.	Union Bank of India	31	Indusind Bank
18.	United Bank of India	32	Yes Bank



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11.15 Annexure XV_

Payment through E - payment / EFT / RTGS

Please fill below details and enclose (i) Copy of blank cancelled Cheques of your bank account.

(ii) Enclosed authority completed and duly verified by your bankers under their signature and seal (Format attached). (iii) Power of Attorney in your name if authority is not signed by director/ Partner/ Proprietor of the Company.

TYPE OF REQUEST (Tick One)

CREATE

CHANGE

BHEL Contractor / Vendor / Supplier Code

Company's Name

Address

City

Pin Code

State

Contact Person (s)

Telephone No.

Fax No.

E - Mail ID

Bank Name

Bank Address

Bank Telephone No.

Bank Account No. (IN FULL)

Account Type

Bank's Branch Code

Bank RTGS / IFSC / Swift Code

Enclose blank cancelled Cheques

DECLARATION:-

I as representative / owner of the above named company hereby authorized BHEL, Jhansi to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL; Jhansi receives & acknowledges written notification requesting a change or cancellation.

Date :-

Authorised Signatory

Designation

Company Seal

Verification by Bank

Note :- All fields are mandatory.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



Maharatna Company
BHEL JHANSI

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SCHEDULE 'B' & 'C'



We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

12.1 SCHEDULE 'B'

MATERIALS FOR ISSUE TO THE CONTRACTOR

Sl. No.	Materials	Rates
1.	Structural steel	FREE OF COST
2.	Tor steel	FREE OF COST
3.	Cement	FREE OF COST

12.2 SCHEDULE 'C'

TOOLS & PLANT TO BE HIRED TO THE CONTRACTOR

Sl. No.	T & P	Rates
1.	NIL	



Maharatna Company
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BLANK PRICE BID



We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BLANK PRICE BID

(The bidder should not offer any rate in the "Blank Price bid", but should sign/Seal the same and submit along with technical offer as per requirement of page 5)

Name of Work :- Miscellaneous civil work for quality improvement for transformer manufacturing inside factory area.

S.No	Ref: DSR 2016	Description of Items	Unit	Qty	allocation (item wise)	Quoted Rate	Amount (Rs)
1	1.1.1/68	CARRIAGE OF MATERIALS By Mechanical Transport including loading, unloading and stacking, Lime, moorum, building, rubbish	m3	359.00	0.69	-----	-----
2	1.1.2/68	CARRIAGE OF MATERIALS By Mechanical Transport including loading, unloading and stacking, Earth work	m3	182.00	0.44	-----	-----
3	2.6.1/76	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil.	m3	55.00	0.17	-----	-----
4	2.7.1/76	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge. - ordinary rock.	m3	55.00	0.30	-----	-----
5	2.10.1.2/77	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m : Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	M	72.00	0.40	-----	-----
6	4.1.3/88	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : "1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	m3	28.00	2.23	-----	-----



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S.No	Ref: DSR 2016	Description of Items	Unit	Qty	allocation (item wise)	Quoted Rate	Amount (Rs)
7	4.1.6/88	Providing and laying in position cement concrete of specified grade excluding the cost of cantering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand (zone-III): 6 graded stone aggregate 40 mm nominal size).	m3	12.00	0.96	-----	-----
8	5.1.2/97	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centring, shuttering, finishing and reinforcement - All work up to plinth level :1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).	m3	343.00	28.94	-----	-----
9	5.9.1/98	Centring and shuttering including strutting, propping etc. and removal of form for all heights :Foundations, footings, bases of columns, etc. for mass concrete	m2	703.00	3.19	-----	-----
10	5.22.6/100	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	13720.00	3.70	-----	-----
11	6.1.2/111	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	m3	1.00	0.10	-----	-----
12	6.4.2/111	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:6 (1 cement : 6 coarse sand)	m3	7.00	0.82	-----	-----
13	10.1/182	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	3650.00	1.10	-----	-----
14	10.2/182	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	11200.00	5.59	-----	-----
15	11.3.1/191	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate	m2	22.00	0.13	-----	-----

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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S.No	Ref: DSR 2016	Description of Items	Unit	Qty	allocation (item wise)	Quoted Rate	Amount (Rs)
16	11.4/191	52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	m2	40.00	0.39	-----	-----
17	13.1.2/227	12 mm cement plaster of mix :1:6 (1 cement: 6 fine sand)	m2	29.00	0.10	-----	-----
18	13.2.2/227	15 mm cement plaster on the rough side of single or half brick wall of mix :1:6 (1 cement: 6 fine sand)	m2	42.00	0.16	-----	-----
19	13.26/229	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	1097.00	3.16	-----	-----
20	13.41.01/230	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :New work (two or more coats) over and including water thinnable priming coat with cement primer.	m2	2297.00	5.18	-----	-----
21	13.44.1/230	Finishing walls with water proofing cement paint of required shade :New work (Two or more coats applied @ 3.84 kg/10 sqm)	m2	1440.00	1.99	-----	-----
22	13.3.2/227	20 mm cement plaster of mix :1:6 (1 cement: 6 fine sand)	m2	14.00	0.06	-----	-----
23	13.8.2/227	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix : 1:4 (1 cement: 4 fine sand)	m2	14.00	0.06	-----	-----
24	14.54.1/247	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work.	m2	1841.00	2.22	-----	-----
25	15.2.1/253	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	m3	7.00	0.17	-----	-----
26	15.3/253	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	m3	328.00	11.72	-----	-----
27	15.7.4/253	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	m3	23.00	0.48	-----	-----

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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S.No	Ref: DSR 2016	Description of Items	Unit	Qty	allocati on (item wise)	Quoted Rate	Amount (Rs)
28	15.9.2/253	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge: In cement mortar	m3	8.00	0.20	-----	-----
29	15.12.1/254	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area 3 sq. metres and below.	Each	5.00	0.02	-----	-----
30	15.19/255	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	Kg	20000.00	0.79	-----	-----
31	15.56/258	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	m2	198.00	0.11	-----	-----
32	21.1.1.1/374	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	263.00	2.05	-----	-----
33	21.1.2.1/374	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	389.00	3.50	-----	-----

We hereby accepted above (Signature & seal of bidder)

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S.No	Ref: DSR 2016	Description of Items	Unit	Qty	allocation (item wise)	Quoted Rate	Amount (Rs)
34	21.2.2/374	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides.	m2	48.00	0.89	-----	-----
35	21.3.1/375	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 4.0 mm thickness	m2	41.00	0.69	-----	-----
36	-----	Any or other item not covered above but covered in DSR 2016 (Analysed Rates)	Basic value	50000.00	1.23	-----	-----
		Total	A		83.91		-----

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



BHEL JHANSI

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

Department: Factory civil

TENDER DOCUMENT

TENDER NO. FCX/TW/08/13/R

DATE:- 14/06/2018

Section 'B' NON DSR ITEM

S.No	Non DSR	Description of Items	Unit	Qty	allocation (item wise)	Quoted Rate	Amount (Rs)
37	Ex-1	Surface Cleaning and Preparation Removing top 20 mm existing flooring by use of chisel and hammer which is oil soaked. This is to be followed by drilling and fixing in position by grouting shear connectors @ 100 mm c/c in both directions on entire floor area. Depth of drilling to be 100 mm. Micro concrete is laid over this area to a thickness of 20 mm and the surface to be levelled as per tolerances required for movement of Air caster as instructed by Engineer-in-Charge. The surface is cured for 4 days and then left to dry till the moisture content is reduced to less than 5 %. Once the desired surface dryness is reached, the surface is to be cleaned by scarifying / grinding to remove all dirt latence, loose concrete and all foreign matter. After cleaning, the surface is wiped with xylene dipped cloth to remove all dust particles and make the surface ready for application of primer coat.	sqm	105.00	10.16	-----	-----
38	Ex-2	Pressure grouting below base plates, foundation bolts,including pockets with capital GP2,SIKA grout 214 or equivalent including cleaning, vibrating,etc. complete, mortar is to be machine mixed 1:1 by weight(1part GP2 or SIKA grout 214 : 1 part duly washed stone aggregate 6mm & down guage. Minimum 200 mm head of pressure.	m3	1.84	5.93	-----	-----
		Total	B		16.09		-----
		Grand Total 'C' (A + B)			100.00		XXXXXXX

Amount in words: Rs. -----

(To be necessarily filled in words by the bidder)

Total package price of the schedule "A" to be quoted by the bidders at box marked "XXXXXXX" as above.

GST shall be paid extra as applicable.

Based on this package price quoted, as per format of the price bid, the individual item rates shall get automatically populated based on the pre allocated weightage/ percentage of item of the bill of quantity (BOQ). For further processing & award of work, total package price by L1 (lowest) bidder shall be used.

Note: - The rate of individual items of BOQ shall be rounded off up to three decimal for awarding of work.

Contractor should not offer rates in blank price bid

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority