



Bharat Heavy Electricals Limited
Electronic Systems Division, Hosur Road, Bangalore – 560 100.

NOTICE INVITING TENDERS

1. TENDER NUMBER : BHE/ESD/FS/16-17/211, Date: 02.12.2016
2. NAME OF WORK : JOB CONTRACT FOR LANDSCAPING AND GARDENING WORKS AT BHEL – ESD
3. COMPLETION TIME : 12 MONTHS
4. ESTIMATED COST : APPROX. Rs. 17.18 LAKHS
5. EARNEST MONEY DEPOSIT : NIL
6. LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED INTENDER DOCUMENT : BEFORE 1:30 PM ON 23/12/2016
7. PLACE OF SUBMISSION OF TENDER DOCUMENT : To be dropped in **ESD Tender Box** kept in the reception area at BHEL / ELECTRONICS SYSTEMS DIVISION ELECTRONICS CITY-WEST PHASE, BANGALORE - 560 100.
8. DATE AND TIME FOR TENDER OPENING : AT 1:45 PM ON 23/12/2016

I. Technical Bid : Pages from 1- 26 (Part-1)

- (a) Information part & Essential Criteria for Techno-Commercial Acceptance of Bid (Page 2-4)
- (b) Instructions to tenderers (Page No. 5-24)
- (c) Scope of work (Page No. 25-26)

II. Price Bid : Pages from 27 - 31 (Part-2)

Note:

1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
2. Photo copy of documents required for Essential criteria is compulsory for evaluating of technical bids and acceptance of Technical bids.
3. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
4. Prices has to be quoted items wise separately as per Price bid (Part –2) format.
5. Part –1 (Page No. 2 to 4) to be filled and submit without blank.

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PART-1

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

A) Information part:

01. NAME OF THE CONTRACTOR :
02. ADDRESS :
 (A) OFFICE :
 TELEPHONE NO. :
 (B) RESIDENCE :
 TELEPHONE NO. :
03. E - Mail ID :
04. STAFF STRENGTH :
 (A) TECHNICAL :
 (B) GENERAL :
05. PLANT/ EQUIPMENTS :
06. A) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD
 (As per schedule of items)
- B) ACCEPT TO EXECUTE IN TOTAL : YES / NO
07. Details of contractor executed with PSU/
 Pvt. Sector with contract value & nature
 Of work handled & duration and period. :

Sl.No.	Name of PSU/ Private Organization	Nature of work	Contract value (Rs)	Duration (No. of years)	Period (from-to)

(Attach separate sheet if necessary)

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B) Essential Criteria for Techno-Commercial acceptance of Bid:

01. Average Financial Turn Over during the :
last 3 financial years (Not less than 30% of
estimated
Cost of Rs. 17.18 Lakhs of NIT)
(i) Turnover of financial year 2015-2016 :
(ii) Turnover of financial year 2014-2015 :
(iii) Turnover of financial year 2013-2014 :
(Copy of the above documents to be enclosed)
02. Solvency Certificate (Not less than 30% of the :
Estimated Cost of NIT, Certificate from Bank
not older than 1 Year to be furnished)
03. Experience certificate successfully completed similar
works during last 7 years
(Copy of completion certificate to be enclosed) :
(A) Three similar completed works
(Each not less Than equal to 40%
of the Estimated cost) :
OR
(B) Two similar completed works
(Each not less than equal to 50%
of the Estimated cost) :
OR
(C) One similar completed works (each not less
Than Equal to 80% of Estimated cost) :
04. Form of EMD furnished (Cheque **is not acceptable**) : Cash / DD/ Pay Order

(A) CASH (Receipt No. & Date) :
(B) DEMAND DRAFT / PAY ORDER Particular :
05. Security Deposit Clause as per clause no. 2.3, : ACCEPTABLE / NOT ACCEPTABLE
Page No.10 of NIT
06. Whether registered with Karnataka Shops & : YES /NO
Commercial Establishment Act, 1961
(Regn. No. & Copies of Regn. Certificate to be enclosed)
06. 07. BHEL'S PAYMENT TERMS : ACCEPTABLE / NOTACCEPTABLE
(Cl. No. 2.4 of Page No. 11 of NIT)

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08. a) Whether registered with ESI / PF authority : YES / NO
b) ESI Register No. (If yes indicate no.) :
c) PF Register No. (If yes indicate no.) :
d) Service Tax Registration : YES / NO
(Copy to be enclosed)
e) Whether income Tax payee : YES / NO
PAN No. (If yes) :
f) Whether agreeable to make necessary : YES / NO
Statutory payments as per BHEL
EDN terms.
09. GENERAL CONDITIONS OF CONTRACT & NIT : ACCEPTABLE / NOT ACCEPTABLE

I / we will fulfill all the obligations as the contractor and abide by the terms and conditions mentioned in the documents and has signed this after understanding fully well all such obligations, terms and conditions.

I / we declare that, there was never / is no case or charge under investigation / enquiry / trail nor conviction in court of law against me / us, or we are not suspended or black listed by any organization on any grounds.

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**NAME OF THE WORK: JOB CONTRACT FOR LANDSCAPING AND GARDENING WORKS
AT BHEL - ESD.**

Tender Reference No. : BHE/ESD/FS/16-17/211, Date: 02.12.2016

1. Instructions to Tenderers

- 1.1 Sealed Tenders for the above work are hereby invited from the Contractors experienced in works of similar kind and magnitude.
- 1.2 Tender shall be submitted in two parts, i.e. (i) Techno-Commercial bid (Part-1) and (ii) Price Bid (Part-2).

Techno-Commercial bid (Part-1) shall be submitted by filling page No. 2 to 4 of Part-1 and sign each and every page (i.e. Page No. 1-26) of the Tender document including the Work Instructions attached thereto, confirming acceptance to all the clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other which the Tenderer wish to submit. Deviations / variations, if any, to the clauses of the Tender shall be indicated clearly. These are to be put in one sealed envelope and super scribed with Tender reference and `Techno-Commercial Bid`.

Price Bid (Part-2) i.e. Page no. 27 - 31 duly filled & signed with seal, must be submitted in another separate sealed envelope super scribed with Tender reference and `Price Bid`. Price bid envelope must contain Part II (A), II (B) & II(C) of Price bid (PART-2) which are enclosed hereto.

The Tenderer shall ensure and put “Technical cum Commercial bid (Part-1) “in one cover and “Price Bid (Part -2)” in a separate cover. BOTH THESE COVERS SHALL BE SEPERATELY SEALED AND THEN PUT TOGETHER IN A SINGLE COVER AND SEALED. All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document as “OFFER FOR LANDSCAPING AND GARDENING WORKS AT BHEL-ESD” on all the envelope, Date of tender opening etc. to enable opening of the correct document cover only.

In this regard, if any clarification is required, the Tenderers may contact the officer mentioned here below.

Tenders should be addressed to:

**Senior Deputy General Manager / FS (ESD)
BHEL – Electronics Systems Division,
Plot No. 98, Electronics City, Hosur Road,
Bangalore – 560100.**

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated on the sealed Cover.

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- 1.3 Address of the Tenderer, the name of the person to whom all the correspondences are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence), e-mail address and fax numbers.
- 1.4 All the entries in the Tender Documents should be in one ink. Erasing and over writings are not permitted. Cancellations and insertions if any, shall be authenticated by the tenderer by signing and affixing his seal.
- 1.5 Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
- 1.6 Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each and for all the items shown in the attached Tender Schedule. These rates shall be for the finished work at site. The rates shall include all taxes and duties payable on account of Octroi, sales tax, service tax and expenditure incurred on transportation or payment of any additional incentive to the workmen deployed on Works Contract etc. and also expenses towards PF & ESI contributions. For the purpose of ascertaining the total cost under PART-I of Price bid, unit rate only will be considered and the same only will be multiplied by the number of units to arrive at total.
- 1.7 **As a welfare measure towards his workers who may be deployed under this contract the Tenderer must consider Rs. 30/- per day per person for Transport Allowance and Rs. 10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer can include Washing Allowance @ Rs.75 per month per person payable to his Workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.**
- 1.8 Contractor shall ensure payment of prescribed minimum wages of BHEL as may be notified and applicable from time to time which shall be obtained by him from the concerned officials of BHEL or statutory minimum wages, whichever is higher. Further, the Contractor shall ensure timely disbursement of wages as per Payment of Wages Act and shall maintain proper records of such disbursements.
- 1.9 The minimum wages of BHEL (Basic + VDA) will get revised at an interval of One year. Therefore, The Contractor may please quote the rates taking into account the future changes in rate during the contract period.

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1.10 The trends of changes of Basic + VDA as per the minimum wages of BHEL at an interval of once in a year for the last 3 years is given below.

Category	Wages per day		
	01.04.2014 to 31.03.2015	01.04.2015 to 31.03.2016	01.04.2016 to 31.03.2017
USW	Rs. 331.91	Rs. 397.68	Rs. 413.00

Any increase in DA applicable in BHEL should be paid over & above the rates of wages shown above under USW i.e. Rs. 413.00. Therefore, the Tenderer shall anticipate the increase in DA and take that into account for quoting the rate.

1.11 *Further if any benefits to be given to your worker as per BHEL instructions, the same will be communicated and such further benefits will be reimbursed to you on proof of payment to them.*

1.12 *All the allowances qualify for ESI. Allowances excluding transport allowance shall be accounted for PF deductions.*

1.13 *The tenderer shall take notice that workmen engaged under this contract shall provide Uniforms, Safety materials and Consumable materials (refer Part II – A, B & C of Price bid), as per BHEL norms & terms, which will be reimbursed by BHEL against proof of issue in line with BHEL instruction in this regard, which will be communicated in writing separately. This shall be excluded in the unit rates. The approximate cost towards the above items is shown in Price bid Part II – A, B, & C of this NIT.*

1.14 In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers. The lowest price bid (L1) shall be arrived based on the total amount for all the activities under the “Schedule “i.e. Part I of Price bid (Part2).

1.15 In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future. No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period of 1 year.

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- 1.16 The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF, bonus@8.33% etc. payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed there under]. The rates shall further be deemed to include statutory levies arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.
- 1.17 The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender.
- 1.18 Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.
- 1.19 Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour. Pre bid meeting deliberating aspects involved in Job contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL General Conditions of Contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
- 1.20 Details and quantities of each item of work are shown in the Tender schedule attached hereto. They are given as a guideline for the purpose of Tendering and are liable to variations. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Tender Schedule Part - I attached hereto. It shall not be based on number of persons deployed or on any other criteria.
- 1.21 Please note that our normal working hours are from 07.30 A.M. to 04.36 P.M. from Monday to Friday & 07.30 A.M. to 12.30 P.M. on Saturdays. However, depending upon work load, the factory may operate in staggered shift also and the Tenderer will be required to deploy their labours accordingly if so directed.

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- 1.22 Only Technical bid will be opened on due date as mentioned in NIT and the Price bid will be opened later after Technical Scrutiny. The Time and date of the Price bid opening will be intimated separately to technically qualified bidders' only.
- 1.23 **The Contractor has to fulfill all the criteria stated in “ Essential Criteria for Techno-Commercial acceptance of bid” and furnish the document for the same so as to qualify the Techno-commercial bid since technical evaluation will be done on the basis of “Essential Criteria for Techno-Commercial acceptance of bid” shown in Part 1 (B) of Technical cum Commercial bid, Page 3 & 4 of NIT.**
- 1.24 *The price bid evaluation will be done on the basis of the total amount quoted for Part I (LANDSCAPING WORKS) of Price Bid, and acceptance of financial implication indicated for each of Part-II: A, B & C (Reimbursable items) of Price Bid in NIT by the Contractor.*

2. Terms and Conditions

- 2.1 This Tender is for “JOB CONTRACT FOR LANDSCAPING AND GARDENING WORKS AT BHEL-ESD”, for a period of ONE YEAR from the date of awarding the Tender.
- 2.2 The Tenderer shall deposit Earnest Money Deposit (EMD) for the value as indicated in ‘NOTICE INVITING TENDER’ along with the Tender document. When the work is awarded to the lowest Tenderer, the amount of EMD will be adjusted against the security deposit payable by the contractor. The EMD shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of ‘Bharat Heavy Electricals Ltd, Electronics Division, Bangalore’.
- 2.2.1 EMD by the Tenderer will be forfeited as per Tender Documents if
- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
 - ii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent regarding such 15 days period then within after award of contract.
 - iii) EMD given by all unsuccessful Tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful Tenderer.
- 2.2.2 EMD shall not carry any interest.

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2.3 Security Deposit :

2.3.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be 5 % of the contract value. The security Deposit should be collected before start of the work by the contractors.

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

- I. Cash (as permissible under the Income Tax Act)
- II. Local Cheques of Scheduled Banks, subject to realization / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- III. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- IV. Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, A/c BHEL.)
- V. Securities available from Indian Post Officers such National Savings Certificates, Kisan Vikas Patras etc. (held in the name of contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note. BHEL will not be liable or responsible in any manner for the collection of interest of renewal of the documents or in any other matter connected therewith.

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2.4 Terms of Payment:

- 2.4.1 The payment will be made on the basis of Quantum of work done, based on Unit rate and within 30 days from the date of submission of bills, duly certified by BHEL Engineer-In-charge. Bills should be submitted along with all necessary documents, challans for ESI / PF and returns etc. as applicable under contractor's statutory liability and this contract.
- 2.4.2 The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the Factories Act at contractors cost. In other words no overtime (OT) payment will be made by BHEL, as the payment is on "Unit Rate Basis".

3 Contractor's Obligations:

Contractor shall deploy the required nos. of workmen 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 in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-In-charge. The Contractor shall be fully responsible for the work awarded to him and fulfill following obligations.

- 3.1 Contractor shall depute a supervisor to supervise and oversee the works to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Engineer-In-charge.
- 3.2 Contractor shall ensure that job is executed through his employees o his rolls having completed the age of 18 years and less than 58 years on any day of this contract and under no circumstances the contractor will deploy any other employees to carry out the job nor shall sub contract without prior written permission from BHEL. Contractor shall also ensure that the employees deployed in the premises of BHEL are physically and mentally fir possessing requisite skill, proficiency, experience etc. and do not have any criminal records.
- 3.3 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).

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- 3.4 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such cards.
- 3.5 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 3.6 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
- 3.7 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 & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 3.8 The Contractor shall ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work Tendered. The contractor shall be responsible for enforcing all safety regulations as applicable on his workmen and shall strictly ensure wearing of safety equipment by them inside the factory. Notwithstanding that BHEL may provide hand gloves & consumable materials, handling equipment etc. wherever required, the contractor shall be responsible for their wearing of the safety equipment/gadgets.
- 3.9 The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition.
- 3.10 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any, from the establishment of BHEL.
- 3.11 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable.

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- 3.12 BHEL will provide consumables, material handling equipment etc. where ever applicable.
- 3.13 Contractor shall be responsible for the good conduct of his employees. He shall organize police verification of all his employees deputed under his work, such that no person with any criminal background shall be deployed under this contract. Further, in case of any misconduct/ misbehavior by any employee, the contractor shall replace such employee(s) immediately.

4 Contractor's statutory liability:

- 4.1 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Employees Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor.
- 4.2 Contractor shall comply with all statutory requirements, Rules, Regulations, and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 4.3 Contractor shall provide PF Passbook to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFCL.
- 4.4 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provides ESI membership No. card of each employee.
- 4.5 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 4.6 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 4.7 Contractor shall be solely responsible for nonpayment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

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- 4.8 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.9 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 4.10 The Contractor shall furnish to the Engineer – in - charge at the intervals specified by him, a distribution return of the number and description, by trades of the work, people employed on the 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 preceding month and the first half the current month
- (i) The 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) (ii) The number of female workers who have been allowed maternity benefits as provided in the maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- 4.11 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 4.12 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 moneys 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-fulfillment 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 for non-observance of the said Contract Labour Regulations.
- 4.13 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.

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- 4.14 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948.
- 4.15 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
- 4.16 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 4.17 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in BHEL premises. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.
- 4.18 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.
- 4.19 Contractor shall obtain license under Contract Labour (R&A) Act, 1970.
- 4.20 All the Contractors will have to produce documentary evidence of being an Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be produced.

5. MODEL RULES FOR LABOUR WELFARE

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 fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

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6. SAFETY CODE :

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN,
EQUIPMENT, MATERIAL AND ENVIRONMENT**

6.1 Before commencing the work, contractors submit a "SAFETY PLAN" to the authorized BHEL Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

6.2 The contractor shall take all necessary safety precautions and arrange for appropriate applications as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

6.3 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:

- i) Safety Shoes conforming to IS-1989:1978
- ii) Eye and Face Protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
- iii) Hand and body protection devices conforming to :
IS-2573 : 1975
IS-6994 : 1973
IS-8807 : 1978
IS-8519 : 1977

All tools, tackles, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate and fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

The Contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of 'not more than 24 volts.'

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The contractor shall adopt all fire safety measures as laid down in the “Code for fire Safety at Constructions Sites” issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India., etc., Prior approval for the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor`s or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at the premises due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, 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 and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In the case of delay in the completion of a jobs due to mishaps to lapses by the contractors, BHEL shall have right to recover cost of such delay from payments due to the contractors, after notifying the contractor suitably and giving an opportunity to present his case.

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If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but, in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the security work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety records' of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

GENERAL TERMS & CONDITONS:

- 7 Engineer-In-charge shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 7.1 The contractor shall maintain regular contact with the designated Engineer – In – Charge of BHEL and will interact on matters relating to the work awarded under this contract.

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- 7.2 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract.
- 7.3 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 7.4 Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 7.5 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for a period of ONE YEAR from the date of issue of Job contract. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 7.6 Tenderer shall furnish a solvency certificate not less than 30% of the estimated cost of NIT and a Certificate from Bank not older than 1 year.
- 7.7 Penalty at the rate of 0.5 % per week will be levied, up to a maximum of 10% of the unexecuted portion of contract value; for the delay in execution of work.
- 7.8 MSME suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such supplier shall be shifted to Non MSE supplier till the supplier submits these documents.

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7.9 REVERSE AUCTION

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

8. CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION(s):

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act as the sole Arbitrator, some other person appointed by the Executive Director / General Manager willing to act as such Arbitrator. The Contractor will have no objection if the arbitrator so appointed is an employee of BHEL or an employee of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred to being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager as arbitrator as aforesaid should act as an arbitrator.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making /publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute(s) or difference(s) referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this Contract.

9. Signature of the Parties

A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs. 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

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ANNEXURE – I

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject items/system with detailed scope of supply as per enquiry specifications, BHEL proposes to resort to “REVERSE AUCTION PROCEDURE” i.e., ONLINE BIDDING ON NETWORK, before finalizing the purchase order on technically competent bidders as per the guidelines given below:

1. Reverse auction procedure shall be applicable for 2 part bid tenders only.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate, BHEL will engage the services of a service provider, having network all over the world. The online bidding can be done from the vendor’s respective offices on their computers with internet facility or at any of the cyber café, for which services provider’s representative will provide all necessary training and assistance before commencement of on line bidding. Training is free of cost.
3. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of reverse auction. Without this, Reverse Auction will not be started. Delay in fixing the above will lead to disqualification.
4. BHEL will send the Auto formulated EXCEL sheet which will help to arrive at “Total Cost to BHEL” like Basic Materials Cost, Packing & forwarding charges, Excise duty, Sales tax/VAT, Freight charges, Insurance (by BHEL), Service Tax for Service,(-) ED disclaimer if any, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
5. Reverse Auction will be conducted on mutually agreed schedule and time.
6. After Reverse Auction is conducted, successful bidder has to FAX the filled- in Excel sheet showing the final value accepted in Reverse Auction with breakup of each element as indicated in SL No.4 above to the service provider within 48 hours of auction without fail.

Note: No Charges are allowed in rate of excise Duty, Sales Tax, Freight, Insurance, Service Tax and loading factors after auction is completed.

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7. After the reverse auction is conducted, the bidder whose price is lowest (total cost to BHEL, after considering all factors as per enquiry including loading factors for deviations to BHEL standard Commercial Terms & conditions), BHEL will process the tender as per BHEL purchase norms. Purchase order will be issued without loading factors for deviations.

Note: BHEL will also reserve the right to open the sealed price offer submitted by the vendors for comparison purpose, if deemed necessary, without any intimation to the technically and commercially accepted bidders.

8. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and Price impacts (if any) already submitted and available with BHEL shall only be opened as per BHEL's standard practice without seeking anymore price impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
9. Training by service provider will be given only for the subsequent reverse auction. Training will not be given for a company which has already taken training for the FIRST REVERSE AUCTION conducted by BHEL-EDN, Bangalore.

10. Activities involved in Reverse Auction:

- a) BHEL will inform the vendor in writing, the Service provider's information to enable them to contact & get trained. Along with above information Business rules/policy also will be sent.
- b) Vendors have to contact Service provider and send Compliance form for having understood Reverse Auction procedure and ready for auction.
- c) BHEL will send the Auto formulated Excel sheet (blank format without prices) as mentioned in SI No.4 above to the respective vendors.
- d) Vendors have to fill-in the Excel sheet (provided by BHEL) including loading factors and get ready for reverse auction.
- e) Date & Time of reverse Auction and Website address will be intimated by Service provider.
- f) Bid decrement will be indicated in the website after the Sealed bid is over and before start of Reverse auction.
- g) Vendors will have to key-in the "Total cost to BHEL" (as worked out in the Excel sheet mentioned in SI No.4 above) in the "Sealed Bid" of the Reverse Auction within specified time duration of 20 to 30 minutes. After "Sealed Bid" auction, the lowest bidders value or BHEL's start bid price will be the starting bid value for the commencement of Reverse auction(English Reverse).
- h) At the end of Reverse auction time (English Reverse), the lowest bidder will be known on the network.

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- i) Successful bidder has to fax filled-in EXCEL sheet showing the final value accepted in the Reverse auction with breakup of each component within 48 hours of completion of the Reverse Auction without altering any of the terms to the service provider. Any alterations will be taken as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL for the period of 2 Years.
 - j) The loading factors for non-conformance to BHEL standard commercial terms are only for arriving at lowest bidder. In the event of purchase order, same will be issued without loading factor values indicated in EXCEL sheet. We repeat PO, will be issued for scope of Supply + Packing & Forwarding charges if any, Excise duty, Sales tax, Service tax for service and Freight Insurance. Insurance will be to BHEL account.
11. This tender BHEL-ESD Proposes to resort to (Reverse Auction Procedure) that is online bidding on network to finalize the tender on technically and commercially Competent Vendor.

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SCOPE OF WORK FOR LAND SCAPING AND GARDENING WORK.

The Landscaping and Gardening Works that has to be carried out by the contractor in job contract for Landscaping and Gardening works at BHEL-ESD includes the following.

1. SWEEPING OF ROADS AND DISPOSAL OF GARBAGE :

- (a) Sweeping of all road side drains and below wind barrier trees with proper brooms, collect all the dry leaves and branches in gunny bags and disposed off.

The total area to be swept is 10,000 SQM per day and that has to be taken up in the afternoon.

2. MAINTENANCE OF ROSE GARDEN :

- a) Sweeping of Rose garden with coconut brooms, collecting grass / leaves in the gunny bags.
- b) Trimming of edges with required bush cutter and brooming and collecting of cut leaves and weeds.
- c) Watering all the plants in the garden.
- d) Removal of weeds in Rose garden.
- e) Applying manures and pesticides from time to time.
- f) Removal of dry flowers.

The total area of flower garden is 500 SQM and has to be maintained daily.

3. COLLECTION OF DRY LEAVES AND DISPOSAL:

- a) Collection of dry leaves weeds, dry branches from collection area and filling in gunny bags for disposal.
- b) Segregation of leaves and thermocol separately.
- c) Shifting of leaves/dry leaves and thermocol to dumping yard within the premises by means of wheel borrows.

Total quantum of work in 20 stock places has to be cleared.

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4. MAINTENANCE OF LAWN:

- a) Maintenance of lawns, removal of weeds.
- b) Removal of anthills and applying of pesticides.
- c) Watering the lawns with sprinklers daily.
- d) Watering the lawn with firefighting jets.
- e) Trimming with lawn movers.

The total area of lawn to be maintained is 10,000sqm and has to be maintained daily.

5. MAINTENANCE OF FLOWER POTS & INDOOR PLANTS:

(I) FLOWER POTS:

- a) Watering of outdoor flower pots kept along the road.
- b) Removal of weeds and unwanted growth.
- c) Removal dry leaves.
- d) Cutting of extra growth branches.
- e) Applying of pesticides once in 15days.
- f) Applying of manure once in 9 month.

Total number of Flower pot available is 3000 Nos. and has to be maintained daily.

(II) INDOOR PLANTS:

- a) Maintenance of indoor plants.
- b) Removal of weeds in the pot.
- c) Removal of dry leaves.
- d) Placing the plants in sun light once in a week.
- e) Applying pesticides and manure after removing from sun rays.

6. To carry out the above works, minimum labours required daily are given below.

2) Unskilled workers - 7 Nos.

Yours faithfully,
For Bharat Heavy Electricals Ltd

(SHIVAKUMAR N)
SDGM / FS (ESD)

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PART 2 (PRICE BID)

NAME OF THE WORK: JOB CONTRACT FOR LANDSCAPING AND GARDENING WORKS AT BHEL-ESD

Sl. No.	Description	Qty	Unit	Rate Rs - ps	Amount Rs - Ps
PART-I	<u>LAND SCAPING WORKS :</u>				
1.	Sweeping of all roads and disposal garbage.	3010000	100 SQM		
2.	Maintenance of Rose Garden including watering removal off weeds, applying pesticides / manure whenever required.	150500	100 SQM		
3.	Collection dry leaves from collection areas and dispose the same in the dumping pit within the premises.	1806	trip		
4.	Maintenance of lawns including removal of weeds. The lawn has to be treated with pesticides whenever required. Proper manure has to be given for the lawn, watering, cutting etc. complete.	3010000	100SQM		
5.	Watering the flowerpots and maintaining of indoor plants every day, placing the plants in Sun light once in a week.	903000	100 No.		
				Sub Total	
				Service Tax @ %	
				TOTAL	

Total Amount in words:

- Note:** (i) The Quoted rates should be inclusive of Travelling allowance @Rs.30/- per day, Attendance bonus @Rs.10/- per day and Washing allowance@Rs.75 per month and including Service Charge, applicable statutory charges and all taxes.
- (ii) In the items where Unit is given in 100Sqm, the rate should be quoted per 100Sqm.

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NAME OF WORK: JOB CONTRACT FOR LAND SCAPING AND GARDENING WORK AT BHEL – ESD

Sl. No.	Description	Qty	Unit	Rate Rs - ps	Amount Rs - Ps
PART - II	A. SUPPLY OF UNIFORMS				
1.	Supply, Stitching and Issue of 2 Sets of Uniform (Terri coat) of approved quality (S. Kumar brand or its equivalent) & color for Male (2 pants & 2shirts for each worker). 5 persons including stitching charges.	10	set	Uniform items should be provided as per BHEL instructions and reimbursement will be allowed accordingly.	NOT TO BE QUOTED
2.	Supply of Shoes for Males (1pair each) of Liberty brand or its equivalent	5	Pair		
3.	Supply of Socks for Males (2 pairs each)	10	pair		
4..	Supply, Stitching and issue of 2 Sarees & 2 Blouses, 2 petticoats of approved quality and color for Female (2 Sarees + 2 Blouse + 2 petticoats for each worker). For 2 persons including stitching charges of blouse & petticoat).	04	set		
5.	Supply of Chapel for female (1 pair each)	02	pair		
	TOTAL =				

The Financial implication per annum for Supply of Uniforms will be approximately Rs. 18,743.00/-

The Financial Implication amount per annum is: ACCEPTED / NOT ACCEPTED. (Please Tick)

Note:

- 1) Uniform color, specification, brand should be approved by the Engineer - in - charge
- 2) Bill is payable against the supply of Uniforms.
- 3) The Financial implication amount indicated is inclusive of Service charge.

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NAME OF WORK: JOB CONTRACT FOR LAND SCAPING AND GARDENING WORK AT BHEL-ESD.

Sl. No.	Description	Qty	Unit	Rate Rs - ps	Amount Rs - Ps
PART-II	B. SUPPLY OF SAFETY MATERIALS				
1.	Polyester overcoat Erul steel grey yearly. Length- 45", shoulder- 22" sleeve - 22"	5	No.	Safety material items should be provided as per BHEL instructions and reimbursement will be allowed accordingly.	NOT TO BE QUOTED
2.	Respiratory mask	14	No.		
3.	Cotton Hand gloves Khaki dull 16" Dazzle Stitch universal	14	Pair		
4.	Safety Spectacle/goggles with Zero power toughened glass & two sides mesh	5	Nos.		
5.	Gum boots full acid /alkali proof non glazed with lining	3	Pair		
	Total				

The Financial implication per annum for Supply of Safety materials will be approximately Rs. 10,448.00/-

The Financial Implication amount per annum is: ACCEPTED / NOT ACCEPTED (Please Tick)

Note:

- 1) The Brand and Specifications should be approved by the Engineer - in - charge
- 2) Bill is payable against the supply of Safety Materials.
- 3) The Financial implication amount indicated is inclusive of Service charge.

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NAME OF WORK: JOB CONTRACT FOR LAND SCAPING AND GARDENING WORK AT BHEL-ESD.

Sl. No.	Description of material	Qty.	Unit	Rate	Amount
1	Sheep manure & cow dung Manure	2	Tractor load.	Materials should be provided as per BHEL instructions and reimbursement will be allowed accordingly.	NOT TO BE QUOTED
2	Urea	25	Kg.		
3	Suphala	10	Kg.		
4	Karate (equivalent for metacid)	5	Kg.		
5	Novacron	1	Ltr.		
6	Rose mix	25	Kg.		
7	Ekalac	1	Ltr.		
8	Neem cake/ Honge cake	50	Kg.		
9	Biltox powder	5	Kg.		
10	Silicone (equivalent for sandobit)	1	Ltr.		
11	Phorate	5	Kg.		
12	DAP	25	Kg.		
13	Life buoy soap (125 gram)	84	No.		
14	Disposal of Dry Leaves/Small trees branches, debris etc., from the factory premises.	12	Tractor load.		
15	Anti Termite powder	10	Kg.		

The Financial implication per annum for Supply of Consumable materials will be approximately Rs. 39,061.00/-

The Financial Implication amount per annum is: ACCEPTED / NOT ACCEPTED (Please Tick)

Note: (1) The brand and specification should be approved by the Engineer-in-charge.

(2) Bill is payable against the supply of Consumable Materials.

(3) The Financial implication amount indicated is inclusive of Service charge & Service Tax.

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**Name of the work: JOB CONTRACT FOR LANDSCAPING AND GARDENING WORKS
AT BHEL - ESD.**

ABSTRACT

Sl. No.	DESCRIPTION	AMOUNT (in Rs.)
PART. I	LANDSCAPING WORKS	
PART - II		
A	SUPPLY OF UNIFORMS	NOT TO BE QUOTED
B	SUPPLY OF SAFETY MATERIALS	NOT TO BE QUOTED
C	SUPPLY/DISPOSAL OF MATERIALS	NOT TO BE QUOTED
	TOTAL	

Total Amount in words:

Note : The Estimated cost mentioned in Page no. 1 of NIT is including the Cost of Supply of Materials (i.e. Part – II : A, B & C of Price bid) , which are not to be quoted and should be provided by the Contractor as per BHEL’s Instruction and reimbursement will be allowed accordingly. The financial implication for each item are shown.

Yours faithfully,
For Bharat Heavy Electricals Ltd

(SHIVAKUMAR N)
SDGM / FS (ESD)

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