

Phone No. 080-23394382

BHEL EDN TOWNSHIP TENDER



PLACE OF WORK

BHEL EDN TOWNSHIP
VIJAY NAGAR, BANGALORE-560040.
Contact No.: 23394382

PLACE OF SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, HRM TENDER BOX (No.-12)
BHEL ELECTRONIC DIVISON
MYSORE ROAD
BANGALORE-560026.

Note: Super scribing the Tender Reference, Name of work and
Name & Address of the Tenderer on outer envelope.



Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560026

Tender Document for

MAINTENANCE OF PUMPS, ELECTRICAL SYSTEMS, GARDENS, BUILDINGS,
SUMPS, ROADS, DRAINAGES, SEWER LINES, ED's BUNGALOW AND GUEST
HOUSE AT BHEL EDN TOWNSHIP

DUE DATE OF SUBMISSION OF DULY FILLED-IN TENDER DOCUMENT

Before 1.15 PM, 05/02/2016

TWO PART BID

TECHNICAL BID DATE OF OPENING

AT 1.30 PM, 05/02/2016

Part – I Technical cum Commercial **Bid 32+2** Pages

Part – II Price Bid **07** Page

Note:

Part – I: To be submitted in a separate sealed cover duly super scribed as “**Technical cum Commercial Bid**”

Part – II: To be submitted in a separate sealed cover duly super scribed as “**Price Bid**”

EMD to be submitted in a separate sealed cover duly super scribed as “**EMD**”

Part-I, Part-II & EMD sealed covers should be put in outer Envelope duly super scribed with
Tender Reference , Name of Work and Name & Address of the Tenderer.)

Part – II

PRICE BID

(To be submitted in a separate sealed cover)

NAME OF WORK: MAINTENANCE OF PUMPS, ELECTRICAL SYSTEMS, GARDENS, BUILDINGS, SUMPS, ROADS, DRAINAGES, SEWER LINES, ED's BUNGALOW AND GUEST HOUSE AT BHEL EDN TOWNSHIP

Total: **07** pages

SCHEDULE

NAME OF WORK: Maintenance of Pumps, Electrical Systems, Gardens, Buildings, Sumps, Roads, Drainages, Sewer Lines, ED's Bungalow and Guest House at BHEL- EDN Township.

SL. NO.	Description of work	Qty./Unit	Rate		Amount	
			Rs.	Ps.	Rs.	Ps.
Part-A	Maintenance of Pumps, Electrical Systems, buildings, staircase/ balcony sweeping (common areas) cleaning of overhead tank, Ground level reservoirs etc. including mason, plumbing, carpentry, electrical maintenance work.					
	<u>Labour wages for 28 nos.</u>					
	FIXED CHARGES:					
	<u>Unskilled workers (Total-15 Nos.) :</u>					
	Sweepers - 15 persons	329 days/person				
	<u>Semi-skilled workers (Total-02 Nos.)</u> ((Pump operators) - 2 persons	392 days/person				
	<u>Skilled workers (Total-06 Nos.):</u>					
	Plumber - 2 person	329 days/person				
	Electrician - 4 persons	392 days/person				
	<u>Highly skilled workers (Total-05 Nos.):</u>					
	Mason - 2 person	329 days/person				
	Carpenter - 2 person	329 days/person				
	Supervisor - 1 person	329 days/person				
	Total					

CONTRACTOR**EMPLOYER**

2.

SL.NO.	Description of work	Qty./Unit	Rate		Amount	
			Rs.	Ps.	Rs.	Ps.
Part-B	<u>Statutory cost on Labor wages only</u> <u>Fixed CHARGES</u>		...NOT TO BE QUOTED...		...NOT TO BE QUOTED...	
1.	ESI @ 4.75%					
2.	PF and P.F. Administration charges @ 13.36%					
3.	Bonus @ 8.33%					
Total						

NOTE:

1. Prevailing minimum wages are as:

USW– Rs.397.68/day, SSW– Rs.419.35/day, SW-Rs.443.19/day, HSW-Rs.469.47/day

2. Payment to the labours shall be paid on 7th of every month.
3. The challans and other documents with regard to ESI/PF should be submitted along with your monthly bill.
4. The total amount of labour wages is Rs. 44,14,700.29 and statutory charges is Rs.7,62,131.63
5. However payment will be made only for the actual man days deployed on actual wages inclusive of statutory payment.
6. Contractor is to quote his Contractor's profit/service charges in percentage on total wages amount of Rs. 5176831.92 (Labour wages & statutory cost)
7. Service Tax @ 14.50 % will be payable on total value.

CONTRACTOR**EMPLOYER**

3.

**(CONTRACTOR HAS TO QUOTE)
ABSTRACTION**

ANNEXURE-2

PART-C: MONTHLY MATERIALS CHOSEN TO SUPPLY BY THE CONTRACTOR DURING THE CONTRACT PERIOD.

SL NO	MATERIALS DESCRIPTION	QTY PER YEAR	UNIT		
				RATE Rs. Ps.	AMOUNT Rs. Ps.
1	Soap oil of good quality	120	Litres.		
2	Cented phenol.	600	Litres.		
3	Naphthalene Balls.	12	Kg		
4	Urinal Cakes (50gm)	480	Nos.		
5	Air fresheners (50 gram pkt.)	360	Nos.		
6	Bleaching Powder (0.5 Kg Pkts)	48	Kg		
7	Vim /Sabeena Powder (for utensil cleaning)	48	Kg		
8	Mopping Cloth	120	Nos.		
9	Cleaning Cloth	120	Nos.		
10	Bombay Brooms	300	Nos.		
11	Coconut Brooms	600	Nos.		
12	Sponge	12	Nos.		
	TOTAL				

Note: The Brand & Specification of above items as approved by the BHEL Representative.

Contractor

Employer

4.

**(CONTRACTOR HAS TO QUOTE)
ABSTRACTION**

ANNEXURE-3

PART-D. MATERIALS FOR GARDEN MAINTENANCE WORKS

SI No	MATERIAL DESCRIPTION	Qty.	UNIT	RATE		AMOUNT	
				Rs.	Ps.	Rs.	Ps.
1	PVC Hose Pipe (Braided) 1" Diameter of good quality	600	Meters.				
2	Red Earth	4	Tractor load				
3	Cow dung Manure	4	Tractor load				
4	Disposal of dry leaves, pruned tree branches, unwanted vegetation, waste/rubbish materials outside the township premises	50	Tractor load				
	TOTAL						

Note: The Brand & Specification of above items as approved by the BHEL Represented.

Contractor

Employer

ABSTRACTION

ANNEXURE-4

PART – E. SUPPLY OF SAFETY ITEMS BY THE CONTRACTOR (FIXED CHARGES)

Sl. No	DESCRIPTION	QTY	UNIT	RATE		AMOUNT	
				Rs.	Ps	Rs.	Ps
1	Polyester Over Coats erul Steel grey Length 45`` shoulder 22`` sleeve 22``	25	Nos.NOT TO BE QUOTED.....	NOT TO BE QUOTED.....	
2	Cotton Apron for women Green casement ST 34`` Bottom width 64`` Lada 22``on each sides with Two pockets at bottom – Length 26``	4	Nos.				
3	Respiratory Mask (code V 90)	50	Nos.				
4	PVC Hand gloves acid/alkali proof Heavy duty cotton lining inside 16``	15	Pairs				
5	Cotton denim jeans hand gloves 16``	50	Pairs				
6	Life Buoy Soap 29 x 12	348	Nos.				
7	Safety shoes for contract workers make 'LIBERTY' with two pairs of socks.	25	Nos.				
8	Foot Wear (Saddle for ladies workers)	4	Pairs				
	TOTAL						

The Brand & Specifications of above item as approved by the Engineer -in-charge

Contractor

Employer

ABSTRACTION

ANNEXURE-5

PART – F: SUPPLY OF UNIFORM WITH STITCHING CHARGES (FIXED CHARGES)

Sl No	DESCRIPTION	No. of Workers	Set per worker	Rate including stitching/per person Rs. Ps.	Amount Rs. Ps.
1	Supply of Terricot uniform, approved quality and colour.	25	2 (2 paints + 2 shirts)NOT TO BE QUOTED.....NOT TO BE QUOTED.....
2	Supply of Terricot uniform, approved quality and colour. (Including 01 no. leave reserve)	4	2 (2 sarees, 2 Blouse, & 2 Petticoat)		
			TOTAL		

NOTE:

1. Uniform Colour, Specification, Brand should be approved by the BHEL Representative.
2. Rates adopted as per prevailing market rates of the materials and stitching charges.
3. Bill is payable as against the supply of materials as per fixed charge.

Contractor

Employer

7.

NAME OF WORK: Maintenance of Pumps, Electrical Systems, Gardens, Buildings, Sumps, Roads, Drainages, Sewer Lines, ED's Bungalow and Guest House at BHEL- EDN Township.

Price Schedule

(Contractor should quote in percentage)

Description of work	Contractor's profit/ Service Charge (in percentage)
Contractor's Profit/ Service Charge to carry out the work as per scope of work given in the tender. (To be quoted in percentage on the total labour wages and statutory cost). The total labour wages and statutory cost is Rs. 5176831.92	-----%

Contractor

Employer

1.

PART-I

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560026

DEPARTMENT: HRM

SECTION : TOWNSHIP

REF.TENDER ENQ.NO: BHE/904/15-16/497/78, Date: 14.01.2016

TECHNICAL-CUM-COMMERCIAL BID
(To be furnished by the Bidders)

01. Name of the Work : Maintenance of Pumps, Electrical Systems, Gardens, Building, Sumps,
Roads, Drainages, Sewer Lines, ED's Bungalow and Guest House at
BHEL- EDN Township.

02. Approximate Estt. Cost : **Rs. 68.13 Lakh**

03. Completion Period : **12 months**

04. NAME OF THE CONTRACTOR:

05. ADDRESS

(A) OFFICE :

.....

TEL.PH.NO. :

(B) RESIDENCE :

.....

TEL.PH NO :

06. QUALIFICATION :

07. STAFF STRENGTH :

(A) TECHNICAL :

(B) GENERAL :

.

08. PLANT/EQUIPMENT : List enclosed/not enclosed

09.a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD
(As per schedule of items)

b) ACCEPT TO EXECUTE IN TOTAL : YES/ NO

CONTRACTOR

EMPLOYER

10. AUDITED BALANCE SHEET FOR THE LAST
3 YEARS (Enclose Documents) :
11. SOLVENCY (not less than 10% of estimated cost) :
(Certificate from the Bank not older than One year to be furnished)
12. 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 40% of the Estimated cost) :
- OR
- (B) Two similar completed works (each not less
than 50% of the Estimated cost) :
- OR
- (C) One similar completed work (not less
Than 80% of estimated cost) :
13. EMD PARTICULARS
- (A) CASH :
- (B) DEMAND DRAFT :
14. ACCEPTANCE
- (A) DRAWINGS : ... Not Applicable.....
- (B) DESIGNS : ... Not Applicable.....
15. a) WHETHER REGISTERED WITH GOVT. AGENCIES
SUCH AS CPWD/STATE PWD/MES/RAILWAY/
OTHER PUBLIC SECTOR UNDERTAKINGS : Yes/No
- b) IF YES, VALIDITY OF REGISTRATION/DETAILS : Copy Enclosed/Not Enclosed
16. a) BHEL'S PAYMENT TERMS : ACCEPTABLE / NOT ACCEPTABLE
- b) Whether agreeable to make necessary
Statutory payments as per BHEL EDN terms : YES/NO
17. a) Whether registered with ESI/PF authority
and have Registration No. (If yes indicate nos.) : YES/ NO
- b) Constitution of Firm : Individual / Sole Proprietorship Concern/
Partnership Firm/Public Ltd. Company/
Private Ltd. Company
18. Electronic Funds Transfer (EFT) form enclosed : Please fill up the form in ANNEXURE-II
19. PAN Card details :
(Please enclose COPY)
20. Service Tax Registration No. :
(Please enclose COPY)

CONTRACTOR

EMPLOYER

1.

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560026
Phone No.26998710, 23394382

HRM / TOWNSHIP DEPT.

NOTICE INVITING TENDERS

1. TENDER NUMBER : BHE/904/15-16/497/78 Date: 14.01.2016
2. NAME OF WORK : Maintenance of Pumps, Electrical Systems, Gardens, Building, Sumps, Roads, Drainages, Sewer Lines, ED's Bungalow and Guest House at BHEL- EDN Township.
3. ESTIMATED COST : **Rs. 68.13 Lakh (APPROX.)**
4. EARNEST MONEY DEPOSIT : **Rs, 1,50,000/-**
5. COMPLETION TIME : 12 MONTHS
6. LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT: **BEFORE 1.15 PM ON 05/02/2016**
7. PLACE OF SUBMISSION OF TENDER DOCUMENT : AT BHEL-EDN RECEPTION TENDER BOX / HRM (**Box No. 12**)
BHEL - ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE - 560026
8. DATE AND TIME FOR TENDER OPENING : **AT 1.30 PM ON 05/02/2016**

CONTRACTOR

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NOTE: The Tenderer shall sign and put seal on all the pages, after duly filling the tender document.

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD- BANGALORE-26

INSTRUCTIONS TO TENDERER

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the **AGM /HRM (ESTATE OFFICER) Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026** in two separate sealed covers for “Technical cum Commercial Bid” and “Price Bid” duly super scribed and put in an outer envelope, super scribed with **Tender Reference, Name of Work and Name and Address of the Tenderer**.
 - 2(a) The local address of the contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone **numbers** (both office and residence).
3. All entries in tender documents should be in one ink (**preferably blue ink**). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.
4. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
 - 5(a) Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paissa with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of Octroi, Sales Tax, tax on work contract etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure ‘C’). Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
 - (b) **The rate quoted should be inclusive of all taxes arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT),TDS(WCT),Service Tax under Reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.**

EMPLOYER

CONTRACTOR

6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.

7. In quoting rates, the tenderer are advised to take in to account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of tender or during the currency of the contract.

8. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "Octroi, sales tax, excise duty etc., arising from Act passed by Parliament or 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 tenders. The tenderer shall note that claim for variation of rates, on the ground that existing statutory levies have been increased/decreased or those new statutory levies have come into effect after tender, or on any other ground, will be entertained as applicable.

9. (a) The rate quoted in the tender shall remain valid for a period of '**THREE MONTHS**' from the date of opening tender.

(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

10. Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is not entitled for any compensation.

11. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labor. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.

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12. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

13. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

14. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by a Gazetted Officer must accompany the tender.

15. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.

16. Every tender must be accompanied by **Earnest Money Deposit**. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

17. The Earnest money deposit may be furnished in any of the following forms:

- a) Cash.
- b) Pay order.
- c) Demand Draft in favour of BHEL EDN, Bangalore – 560026.

18. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.

CONTRACTOR

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19. Unless the bidder whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn.

20. If after opening of tenders, a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.

21. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.

22. Conditional and unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.

23. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited Company to satisfy Clause 17(b), Part -I of NIT.

24. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:

- (a). Name of the work, value and address.
- (b). The balance work remaining to be done on the same.

25. (a) The filled in tender sealed cover should be dropped in the Tender box kept in the reception of BHEL-EDN, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of **AGM/HR(ESTATE OFFICER)** before the time fixed for submission of tender.

(b) Tenders received after the due date & time of opening of tenders will be rejected.

26. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.

27. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.

28. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any Power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.

29. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.

30. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.

31. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.

32. The expenses for completing the stamping agreement shall be paid by the contractor.

33. Unless or otherwise stated above tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.

34. Any covering letter and comments of the tenderer should be submitted along with the offer.

35. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its share holders' relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified if such fact subsequently comes to light.

36. The 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail.

37. The Contractor shall comply with the provision of Employees Provident Fund and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labors employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".

38. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challans/Receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer.

CONTRACTOR

EMPLOYER

39. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.

40. The Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.

41. Contractor shall insure all his labourers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.

42. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agencies.

CONTRACTOR

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BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification For Civil Works which has been read and accepted by me/us.

CONTRACTOR

EMPLOYER

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT**LABOUR**

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure 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.

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 or 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 of 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) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

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 contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors complies with or causes to be complied with contractors labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labours 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.

CONTRACTOR

EMPLOYER

The contractors shall apply to the ESI authorities, get himself registered with them and obtain a code number. He shall pay the remittances under his code number only.

The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labours employed by him for the execution of the contract. The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors 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-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

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

CONTRACTOR

EMPLOYER

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

1. Before commencing the work, contractor submits 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.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances 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.

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 authorized BHEL officials

4. (i) Safety Helmets conforming to IS-2925: 1984.
- (ii) Safety Belts conforming to IS-3521: 1983.
- (iii) Safety Shoes conforming to IS-1989: 1978.
- (iv) Eye and Face protection devices conforming to IS-8520: 1977 and
IS-8940:1978.
- (v) Hand and body protection devices conforming to:
IS-2573: 1975
IS-6994: 1973
IS-8807: 1978
IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment’s etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of 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.

CONTRACTOR

EMPLOYER

All electrical equipment, connections and wiring for constructions, power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the “Code for fire Safety at Construction 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 the 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 liquids 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 to 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 when 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 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.

CONTRACTOR

EMPLOYER

In case of a fatal or disabling injury accident to any person at construction sites due to the 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 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 case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

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, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the 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 record 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 the job.

CONTRACTOR

EMPLOYER

SPECIAL CONDITIONS OF CONTRACTGENERAL

The special condition of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General conditions of contract the provisions of the special conditions of contract shall override the corresponding provisions for the BHEL General Conditions of contract.

1. SCOPE OF WORK:**(i) SWEEPING AND SANITARY WORKS**

Sweeping of common staircase of all the blocks under occupation, temporary sheds, garages, cycle and scooter sheds, pump houses, ED Bungalow, Guest House, internal roads, foot paths, all the rooms, staircase, corridors, kitchen, dining hall, recreation room in E.T. hostel and hall , toilets, corridors of community center and watering and maintaining the existing and new gardens, lawn, trees and plants etc. daily in the township and disposal of garbage in the Township as directed by Engineer-in-charge, washing these areas as and when required should also be taken care of. The toilet and the urinals attached to the temporary sheds should be cleaned daily with phenol, bleaching powder, vim powder and providing naphthalene balls wherever required. Cleaning of storm water drains including corporation drains, nearby open/underground sanitary pipes and other drains, platforms dustbins periodically and also as and when BWSSB sanitary lines and manholes get blocked, they should get it cleaned by coordinating with BWSSB officials and dispose off the debris as directed by the Engineer-in-charge. The contractor shall be fully responsible for keeping the township neat and clean.

No. of workers to be engaged by the contractor for this item of works: **Sweepers - 15 Nos.**

(ii) PUMP OPERATION AND PLUMBING WORKS

Water supply to township by making use of available pump sets and accessories including pumping bore well water to underground sumps & to the overhead tank from where water to be supplied by gravity to all houses and to the tanks of the building including opening and closing of valves and attending to all types of repairs for pipe lines, taps, flushing cisterns, valves, wash basins, sinks and other connected water supply system situated inside the township, water shall be pumped from the sump to the overhead tank and the distribution ensured by gravity.

The tanks of individual houses shall be cleaned by the contractor with bleaching powder, once a month or as directed by the Engineer-in-charge and the main overhead tank and the sump shall be cleaned once in three months or as directed by the engineer-in-charge with bleaching powder. The water at the ground level reservoir (sump) should be chlorinated as directed by the Engineer-in-charge

CONTRACTOR

EMPLOYER

Spare parts for plumbing works and sanitary works like pipes, specials like bends etc., wash basin, water closets, sinks, cement etc. will be supplied departmentally free of cost at the Township Maintenance Office.

The minimum number of workers to be engaged shall be **4 Nos. (2 Nos. pump operators and 2 Nos. 1 Class Plumbers)** plus reserve for weekly offs and leave Reserve. All the four to be engaged shall be plumbers/operators well experienced in this line and pump operators shall be available in the premises (i.e. in two shifts) throughout year plus replacement such as leave reserve, weekly off & holiday off as per Labour Act.

(iii) CARPENTARY WORKS

This work involves attending rectification to the doors and windows fittings like hinges, tower bolts, stoppers (doors and windows) aldrops, mortise locks, replacement of glass panels, rectification to all shutters of doors and windows. All materials required for the above work will be provided free of cost by Township Maintenance Office.

The contractor has to engage **2 Nos. 1Class Carpenter** who has good and wide experience in carpentry works and shall be available in the township premises.

(iv) MASONARY WORKS

This work involves attending rectification to the masonry works like arresting the roof leakages repairing of damaged plastering construction of boiler stands, platforms in the kitchen construction of dustbins. Repairing of leakage sanitary fittings, construction of thrush holds and day to day general maintenance of masonry works.

The contractor has to engage **2 Nos. 1 class Mason**

(v) ELECTRICAL MAINTENANCE IN THE TOWNSHIP

This work involves attending to such work as fuse of cells, rectification work in the appliances like switches, plug points etc. and electrical maintenance work at pumping stations, consumables like fuse wire, insulation tape etc. and necessary tools and plants required for the work shall be provided by BHEL.

The contractor has to engage **4 Nos. Electrician**

(Vi) POWER SUPPLY

To restore power supply to individual quarters in the event of power failure with necessary liaison with electricity authorities.

(Vii) STREET LIGHTING

To restore street lighting as and when bulbs are fused if any problem comes with necessary liaison with electricity authorities.

(Viii) QUARTERS, E.T's HOSTEL, COMMUNITY CENTER

Necessary trouble shooting in the wiring and fixtures and corrective action in quarters, staircases car shed, of "D" type quarters. After trouble shooting for rectification, materials will be supplied by BHEL.

(IX) ELECTRICAL INSTALLATION FOR FACILITIES

(Bore wells, GLR, cycle shed and site office)

Necessary trouble shooting in the distribution system, wiring, cables, starters, switches. After the trouble shooting for rectification/ replacement purposes materials like bulbs/tubes, switches, MCBs, cables, wires, starter parts, sockets, will be supplied by BHEL as and when required.

(X) EARTHING

(a) Periodical watering of earth pits

(b) To check and attend to the conditions of earth connections at the termination points.

The work shall be carried out through 4 Nos. of licensed Electricians two in the first shift and the other two in the II shift and shall be available in the township premises. The quoted rate shall include provision for four electricians (i.e. in two shifts throughout year) plus replacement such as leave reserve, weekly off, holiday off as per Labour Acts.

2. The contractor has to indicate his rates both in words & figures, the lowest of the two will be reckoned & binding.

3. The tenderer shall deposit Earnest Money Deposit along with the tender document. When the work is awarded to the lowest tenderer this will be adjusted against the security deposit payable by the contractor. This EMD (earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favor of Bharat Heavy Electricals limited, Electronic Division, Mysore Road Bangalore-560026.

CONTRACTOR

EMPLOYER

4. A) The earnest money deposited at the time of tendering will be treated as part of security deposit and the balance amount to make up the full security deposit shall be remitted in cash. Alternatively, the security deposit may be furnished in any one of the following forms.

The contractor should submit the security deposit before the start of the work.

(i) Case (as permissible under the income tax act).

(ii) Pay order, demand draft in favour of BHEL.

(iii) Local cheques of scheduled banks, subject to realization.

(iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.

(v) Bank Guarantee from scheduled Banks/ Public financial Institutions as defined in the companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

(vi) Fixed Deposit Receipt issued by scheduled banks / Public financial institutions as defined in the companies act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged at the back.

(vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.

(viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

(ix) The security deposit shall not carry any interest.

Note: Accepting of security deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour on BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under clause 16(iv) of GCC.

CONTRACTOR

EMPLOYER

4B). The security deposit will be forfeited and credited to BHEL, in event of breach of any of the terms and conditions of this contract by the contractor.

5. The security deposit (50%) shall be released by BHEL on the total completion of the work as per contract terms, remaining 50% of security deposit shall be released subject to the stipulation in our GCC after 06 months from the date of completion of work.

6. The management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.

7. The contractor shall not transfer or submit the work to any one without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.

8. The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.

9. The rates quoted are firm for the entire period of contract, and are inclusive of all taxes, duties, statutory levies whether Central or state are not subjected to any revision. No increase in rates or extra payment will be allowed on any account. However, in this Annual Maintenance Contract any increase in costs due to levy of new statutory levies under the central or state act or enhancement of such existing levies, wages, Ex-gratia, PF etc., due to statutory ground time to time subsequent to tendering, shall be met by BHEL.

10. Whether under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum due or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

CONTRACTOR

EMPLOYER

11. If the management of BHEL engages workers complete any part or whole of the work as per this contract for any period due to failure of the contract or to engage adequate number of workers. He has to reimburse to the management of BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate of as per Minimum Wages Act for purpose of recovery from the contractor.

12. All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.

13. Without prejudice of any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards enlistment of the work for the balance contract period after the death of the contractor.

14. If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No objection will be entertained after the contractor/his supervisor has signed in the register.

15. The contractor shall pay wages to his workmen at the rates as applicable to the Engg. Industry under the minimum wages act for unskilled, semiskilled, skilled and highly skilled categories. The contractor shall disburse the wages in the presence of the company's representative and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday or Holiday payment shall be made on previous day.

16. The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.

17. The contractor shall apply & obtain license under the contract labour (R& A) act 1970 and comply with the relevant provision of this act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the principal employer.

CONTRACTOR

EMPLOYER

21.

18. The contractor shall comply with the provisions of the payment of wages act 1936, minimum wages act 1948, workmen's compensation act 1923 and other statutory law relating there to and made there under from time to time.

19. The contractor shall comply with the provisions of the workmen's compensation act 1923, the payment of the wages act 1936, Factory Act, Minimum Wages Act 1948. Employment of Children Act 1938, Employer's liability act 1938, industrial disputes act 1947, & other acts central or states that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant act. Any cost incurred by the management of BHEL in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.

20. The contractor should take independent code numbers under EPF act 1952 and ESI Act 1948 and shall cover his workmen under the employees' provident fund schemes and employees' state insurance act 1948 & show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees & obtain individual insurance and PF numbers & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract laborers engaged by him.

21. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL.

CONTRACTOR

EMPLOYER

22. The contractor shall comply with the provisions of Employees' Provident Fund and miscellaneous provisions act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/ deductions towards PF under the PF act in respect of all labour employed by him for the execution of the contract in accordance with the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challen receipt of monthly remittance of the contribution made by him to the commissioner. Final payment due to him will be released only on production of a "no due certificate" from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer."

23. The BHEL General Conditions of contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL- EDN and acquaint himself with provisions thereof to the satisfaction.

24. This arrangement is purely on temporary license basis & it is subject to the extension/renewal slowly at the option & discretion of the management of BHEL.

25. The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk and cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.

26. Tenderers shall submit an up to date solvency certificates, from their bankers (scheduled Bank) and up to date income tax clearance certificate & work experience certificate.

27. The contractor shall follow such, Act, rules & regulations of the state/central Govt. that are in force and that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statues in force by the contractor.

CONTRACTOR

EMPLOYER

23.

28. The contractor shall take, at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

29. Any additional items of work nor covered by the contract or change in the frequency of cleaning work in excess of 110% of the agreed area or frequency has to be carried out by the contractor at a rate agreed by mutual discussion between the contractor and the Engineer-in-charge.

30. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken out within 15 days of the award of work. However, the contractor shall be fully responsible for the consequences arising out of such default.

31. Statutory Deduction towards income tax will be made as per rules. Income Tax will be deducted in every monthly bill payable to contractor.

32. Final payment due to the contractor will be released only on production of 'No due certificate' from the regional provident fund commissioner and ESI authorities. The contractors also to furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as principal employer.

33. Clearance for statutory requirements like ESI and PF contributions and other relevant documents pertaining to this contract should to be obtained from Welfare (HR) department every month for release of payment.

CONTRACTOR

EMPLOYER

LIST OF WORKERS

The contractor is required to engage the following categories of workers daily for this work:

1. Supervisor :	01 No. (In General Shift)
2. Electrician:	04 Nos. (in Two shift) I& II shift (all the 7 days in a week).
3. Pump operator:	02 Nos (in Two Shift) I& II shift (all the 7 days in a week).
4. Carpenter :	02 Nos. (General shift)
5. Plumber :	02 Nos. (General shift)
6. Mason :	02 Nos. (General shift)
7. Sweepers :	15 Nos. (General shift) 01 No (USW as Leave Reserve)
TOTAL 29 Nos.

CONTRACTOR

EMPLOYER

MAINTENANCE WORK TO BE DONE TO THE FOLLOWING BUILDINGS:

1. 'A' Type quarters : 18 Blocks under occupation
a. (8 units in each block)
2. 'B' Type quarters : 5 Blocks under occupation
a. (8 units in each block)
3. 'C' Type quarters : 4 Blocks under occupation
a. (6 units in each block)
4. 'D' Type quarters : 1 Block under occupation
a. (6 units in each block)
5. 'E' type quarters block : 2 Houses under occupation
(Individual bungalow)
6. Engineer's Trainees Hostel: 1 Block of 40 rooms under Occupation.
7. Community Center : 1 No.
8. Pump House : 6 Nos.
9. Car garages : 6 Nos.
10. Car parking shed : 2 Nos.
11. Scooter parking shed : 2 Nos.
12. Overhead tank : 1 No.
13. Ground level reservoir : 2 Nos.
14. Civil office : 1 No.
15. Cauvery Guest House : 1 No.
16. ED's Bungalow : 1 No.
17. Cleaning of overhead tanks of all buildings
18. BHEL-EDN Quarters at Shrikhe Apartments in Kengeri.

CONTRACTOR

EMPLOYER

GENERAL INSTRUCTIONS FOR CONTRACTORS

1. Cleaning of common staircase of all the blocks ET's Hostel, Community Hall , ED's Bungalow, Temporary shed, garages, cycle & scooter shed, Pump houses, internal roads, foot path, open drainages, chajjas, roof terraces etc. disposal of garbage in Township area (earmarked for dumping).
2. The contractor has to bring listed consumables materials on monthly basis for cleaning purpose.
3. The contractor shall use equipment for cleaning and to attend the Repair work.
4. As and when unforeseen, miscellaneous work arises the contractor will have to carry out such work with his existing workers.
5. For the works mentioned in schedule, minimum staff will have to be deployed in various shifts as directed by the Engineer –in – charge.
6. The contractor is also required to make monthly payment through bank to the labours engaged by him on or before 7th of every month without linking the receipt of payment from BHEL.
7. Minimum number of workers as indicated in tender schedule should be maintained.
8. Spare parts for plumbing works and sanitary works like pipes, specials like bends etc. wash basin, water closets, sinks, cement etc. will be supplied departmentally free of cost at the township stores.
9. The contractor shall abide by the Karnataka Factory Rules, Factories Act etc., Contract labour Regulations etc. as amended from time to time.
10. All the works except pump operation and electrical maintenance shall be engaged in normal working hours between 7:30 AM to 4:30 PM which includes half an hour lunch break. The work should go on all 6 days in a week. Pump operators and Electricians shall be engaged in shifts to maintain water supply and electrical system without interruption. Contractor has to engage the reliever on weekly off, holidays and on leave period as per Labour Acts.
11. The contractor or his representative should be available in the township to control his workers and take down instructions from the Engineer-in-charge.
12. In the event of any damage to the plant and machinery, equipment, tools or the exiting building, structure etc. in the execution of work, the cost of repairing the same including the cost of replacement if any shall be recovered from the contractor.
13. The workers and the staff of the contractor working in the premises will have to be maintained with proper discipline. The contractor will provide his workers with proper safety appliances and equipment and BHEL shall not be responsible for accidents and injuries caused to his labors during the course of their work.

CONTRACTOR

EMPLOYER

14. For working in the township, the workmen and supervisory staff of the contractor shall obtain entry passes issued by the security department of BHEL.

NOTE

1. The contractor should note that the Minimum Wages are as under:

Sl. No.	Category	Minimum wage per day per person
1.	Unskilled worker	Rs.397.68/day per each person
2.	Semi-Skilled Worker	Rs.419.35/day per each person
3.	Skilled Worker	Rs.443.19/day per each person
4.	Highly skilled worker	Rs.469.47/day per each person

(Workers are also eligible for other allowances such as attendance bonus, traveling Allowance, Washing Allowance etc.)

(2) The revised rates of minimum wages, if any, shall be implemented during contract period.

CONTRACTOR

EMPLOYER

FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications, tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

CONTRACTOR

EMPLOYER

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned 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, designs, drawings, 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 thereof 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 to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employer of BHEL or an employer 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 its 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 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 or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 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.

CONTRACTOR

EMPLOYER

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 the 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 or difference 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.

CONTRACTOR

EMPLOYER

**ELECTRONIC FUNDS TRANSFER (EFT) OR
PAYLINK DIRECT CREDIT FORM**

Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE _____ CHANGE: _____

BHEL Vendor/Supplier Code:

Company Name:

Permanent account Number (PAN):

Address:

CITY: _____

STATE: _____

PIN CODE: _____

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
06	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

I certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL-EDN, Bangalore to electronically deposit payments to the designated bank account. 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 - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:

Telephone No. with STD Code

Company seal

BANK CERTIFICATE

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

Place:

(.....)

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road,
BANGALORE -560026