

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No : FCX/ TW/08/39/R

For

Making of fly ash bricks inside factory area.

Contact Person :

Name : K D Gupta

Designation : Sr. MGR

Email : kdgupta@bhel.in

PH : 0510 – 241 – 2385

Or

Name : Anshuman Sharma

Designation : Sr. PO (MM)

Email : anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784

Tender Due Date 14/05/2019 at 13 :15 Hrs

Tender Opening Date : 14/05/2019 at 14 :00 Hrs

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

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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15.	Copy of turn over for last three year (refer point 6 of page 08) i. 2015-16 ii. 2016-17 iii. 2017-18	Submitted/ Not submitted	
16.	Work Experience (refer point 8 page 9) i. Work order ii. Completion Certificate iii. Bill of Quantity iv. Relevant TDS/TRACES (in case of Experience in private sector)	Submitted/ Not submitted	
Desirable Documents			
17.	Copy of IncomTax return i. 2015-16 ii. 2016-17 iii. 2017-18	Submitted/ Not submitted	
18.	Copy of PF registration	PF No-	

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

Date :-

Signature With Name & Seal

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PARTII: PRICE BID

(Separate envelope)

S. No.	Section	Page nos.
1.	PRICE BID (JS 146)	1-page

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NOTICE INVITING TENDER



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1- NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Name of work	Making of fly ash bricks inside factory area.
2	Estimated Value	Rs. 2.00 Lakhs
3	Tender Evaluation Criteria	(As per GTC issued by “Central Contracting Cell” and Special condition of contract for civil work of BHEL Jhansi.
4	Duration of the Contract	Six Months
5	Last date of receipt of the Tender	(as on page # 1)
6	Date of opening Tender	(as on page # 1)
7	Address for submitting the tender	(as on page # 7)
8	Earnest Money Deposit (EMD)	Rs. 4000/- (Rupees Four Thousand) only)
9	Cost of tender (Non refundable)	Rs. 200.00 plus (18% GST as payable at BHEL cash office through POS machine or RTGS/ NEFT/IMPS/EFT/ECS in BHEL account mentioned below)
10	Validity of Offer	120 days
11	Defect liability period	Nil

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

(i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name: - SBI; A/c No. :- 10670828866 ; IFSC Code:- SBIN0003807

A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

(ii) At BHEL cash office through POS machine **No Demand Drafts shall be accepted.**

The contractors may physically visit the work place before quoting their rates. For relevant details, please visit our website “www.bhel.com” & “www.bheljhs.co.in”

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

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

We hereby accepted above (Signature & seal of bidder)

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The tender shall be addressed to as follows:

K.D. Gupta

Sr. MGR – Factory Civil Department

BHEL, JHANSI - 284120

Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If submitted personally

Tender Box

CISF Control Room/Office

Administrative Building

Bharat Heavy Electricals Limited

Jhansi-284120 (U P)

Or if sent through Courier / Post

Office of

Shri K D Gupta

Sr. Manager

Factory Civil Department

BHEL, JHANSI - 284120

PH NO. 0510 2412385, FAX NO 0510 2412119

Part-I Techno Commercial bid:

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

Part-II Price bid:

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

TO BE SIGNED BY THE TENDERER

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

(Signature of Authorized person(s))

Name and designation of Authorized Person(s)

We hereby accepted above (Signature & seal of bidder)

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WORK SPECIFICATION

As per price bid

Brief Description of Work / Scope of work

Scope of work shall consist of:

- Installation of coal ash brick making plant inside factory area.
- Deployment of labour for making of flyash bricks.
- Providing stone dust, stone chips or any other material necessary for making coal ash bricks. Cement, coal ash, water, electricity and infrastructure like land, shed (if required) shall be provided by BHEL. Any other material required for making bricks and operating & maintaining the plant shall be arranged by the contractor.

The scope shall also include all associated & enabling works including the cost of labour, tools & tackles and materials except for those to be provided by BHEL free of cost or on chargeable basis as mentioned in the schedule.

Note:- It is also advised that the bidder shall visit the Jhansi plant and physically see the work area/areas in order to have visualization of the work content involved for the above works.

We hereby accepted above (Signature & seal of bidder)

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Qualifying Requirements

1. PAN number to be submitted.
2. Should have GST number (PAN based).
3. Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /- as per annexure "V"
4. Should have independent ESI Code number.
5. Blank Price Bid as per Annexure "X"
6. **Average financial turnover:** Average Annual financial turnover from during the last 3 years, ending 31st March 2018 should be at least **Rs. 0.60 Lakhs**. Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.
 - (ii) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
7. Experience of having successfully completed similar works during last 7 years ending on **28-Feb -2019** should be either of the following: -
 - a. Three similar completed works each costing not less than the amount equal to **Rs. 0.80 Lakhs**.
Or
 - b- Two similar completed works each costing not less than the amount equal to **Rs. 1.00 Lakhs**.
Or
 - C - One similar completed work, costing not less than the amount equal to **Rs. 1.60 Lakhs**.**Definition of similar work** - Similar work means all type of civil construction work/civil maintenance/Civil Renovation work.
8. Documentary proof (Execution Certificate/LOI/Work order) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS/ Traces Certificate must be attached as evidence.
9. Taxes & Duries, Payment Terms, Bonus & LD Clause will be as per GTC issued by "Central Contracting Cell" of BHEL Jhansi.
10. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure X.
11. The documents required for legal entities under whose name and style Contractor Has participated in the tender are as follows:
 - (i) Partnership Firm: Partnership Deed & registration certificate issued by office of registrar of Firms.
 - (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - (iii) Society: Registration certificate issued by Registrar of societies.
 - (iv) Sole Proprietor-ship: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

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GENERAL TERMS AND CONDITIONS OF ENQUIRY (JHS2055B R01)

UPLOADED IN SPERATE FILE -PAGE NO 01 TO 14

(To be signed by contractor and submitted along with bid.)

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FREE ISSUE MATERIAL TO THE CONTRACTOR

SCHEDULE "A"

S No.	Particulars	Rs.	Quantity
1	Cement	Free of cost	As required
2	Fly Ash	Free of cost	As required
3	Water	Free of cost	As required

SCHEDULE "B"

Sl. No.	T & P	Rates
1	Nil	

SCHEDULE "C"

LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	Nil	-	-

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1. SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

- a) These special conditions supplement the conditions enumerated in the tender and contract and the other general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
- b) The rate quoted for reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.
- c) The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
- d) In case of any difference between agreement, wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
- e) The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
- f) If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
- g) Water will be supplied free of cost at one point for drinking and construction.
- h) Quantity records shall be prepared, maintained and submitted by contractor on regular basis during the course of execution. Test records shall be prepared, maintained and submitted by contractor during the course of execution and as demanded by Engineer-In-Charge. Contractor shall strictly adhere to quality requirements and shall follow the norms mentioned in Field Quality Plan (if applicable).
- i) In case of defective work BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified by the contractor at his own cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
- j) The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90% of them shall be returned to BHEL at BHEL stores in good condition without any additional payment. Therefore, if the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
- k) For all natural minerals used in the work like sand, aggregate, bricks, etc royalty certificate (MM-11) must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable.
- l) Any electric power required for contractors' lighting/machinery for the purpose of work including fabrication work shall be supplied FREE OF COST at one point by the company on the written request of the contractor, subject to the observance of rules and regulations of Electric board / company. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will not be allowed for cooking and room (air) heating in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.



2. TAXES AND DUTIES

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

3. PROVISION OF BONUS

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



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4. OVER RUN COMPENSATION (ORC)

Not applicable in this contract.

5. PRICE VARIATION COMPENSATION (PVC)

Not applicable in this contract.

6. MATERIAL HANDLING AND STORAGE

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

7. ACCOUNTING

- a) Proper method of accounting of steel, tore steel, cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.
- b) All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
- c) Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.75 per kg.

8. Overpayments and Underpayments:

- a) Where-ever any claim for the payment of a sum of money to the company/ corporation arises out of or under this contract against the contractor the same may be deducted by the company/ corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company/ corporation or from any other sum due to the contractor from the company/ contractor (which may be available with the company/ corporation) or from his security deposit, or he shall pay to claim on demand.
- b) The company/ corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- d) Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- e) Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.

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9. Methods of Measurements

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the CPWD schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

10. Time Limit for Payment of Final Bill

The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by Engineer-in-charge, shall be made six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge. After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

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11.Total Scope at a Glance

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

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Seal & Signature OF BHEL contracting authority



TECHNICAL SPECIFICATION

1. The works shall be executed with the directions, instructions, which shall be given to the contractor by BHEL from time to time and as per technical specifications in price schedule and drawings available in the office to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
2. If the specifications found wanting relevant technical specifications along with the tender shall be followed. Further missing details relevant CPWD and IS specifications shall be followed. Wherever, there is difference in between CPWD and IS specifications latter shall prevail.
3. For execution of all scheduled items cpwd specifications and relevant is codes are to be followed. for execution of non-scheduled items specifications enclosed with this tender are to be followed.
4. Specialized works are to be executed by specialized agency with the approval of BHEL.
5. The materials in the scope of contractor shall have to be got approved by the contractor from the Engineer-in-charge before supplying inside the factory area. These materials should be accompanied by certificate. Testing of these materials shall be carried out at any BHEL or Govt approved/NABL approved lab whose cost will be borne by the contractor.
6. Contractor shall ensure that quality is maintained in all works connected with this contract all stages as per requirement of BHEL. Contractor shall ensure all inspection, measuring and testing equipment are calibrated by authorized agency and valid calibration must be available with them for verification by BHEL.
7. Test Certificates are to be supplied for all bought-out items as required by the Engineer-in-charge.
8. Daily Log book should be maintained for the job in duplicate (1 for BHEL and 1 for Contractor) for detailing incorporating alignment/clearness/centering/labeling/Reading and inspection details and FQP (field quality plan).
9. The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.
10. If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
11. Material reconciliation statement has to be submitted by the contractor as & when required by BHEL.

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गेट पास आवेदन प्रपत्र

Annexure "I"

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

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

संविदा श्रमिक का व्यक्तिगत विवरण

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

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

पिता का नाम पहचान चिन्ह

स्थाई पतावर्तमान पता.....

शैक्षिक योग्यतातकनीकी योग्यता

आधार कार्ड संख्या..... मोबाइल नं.

भविष्य निधि खाता संख्याकर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं0..... दिनांकहस्ताक्षर आवंटनकर्ता.....

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

(दिनांक एवं मोहर सहित)

के0ओ0सु0ब0 द्वारा भरने के लिए

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

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

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

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई

बी0 एच0 ई0 एल0 झॉसी (उ0 प्र0)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

FORM XIV

Annexure "II"

(See Rule 76)

Employment Card

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

Employer

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

2- Serial no. In the register of
Workmen employed

3. Nature of employment / designation

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

5. Wage Period

6. Tenure of employment

Remark

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

S.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature of thump impression of workmen	Date of termination of employment	Reasons for termination	Remark

Note: Register of wages as per form XVII is mandatory to be maintained for each month.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

Annexure "IV"

FORM XVII

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

Register of Wages

Name and Address of Contractor Name and address of Establishment in / under

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

Nature and location of works -----

----- Name and address of Principal Employer -----

Wage period: Monthly -----

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

Amount of wages earned

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

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

SIGNATURE OF THE CONTRACTOR

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

(Executive Incharge)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

ANNEXURE "V"

Self-Declaration

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I / We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task.
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department.
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc for the relevant task, or if found involved in any misconduct.
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.

(Signature of the Contractor with Name. Designation & Seal)

Note: On Rs. 100/- Stamp paper.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

Annexure VI

CONTRACT AGREEMENT

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

AND

M/s _____ (hereinafter called the 'Contractor') of the SECOND PART WHEREAS M/s _____ State that they have acquired and possess extensive experience in the field of _____ And whereas in response to an Invitation to Tender No. _____ issued by BHEL for the execution of _____ The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. _____ dated: ____ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of _____ and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. _____ dated: _____ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to _____ for a sum of Rs _____ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs _____ in favour of BHEL towards Security Deposit Bank Guarantee No. _____ of _____ Bank , Branch _____

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

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

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

Annexure VI

CONTRACT AGREEMENT

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

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

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor. That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

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

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

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

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

The following documents shall also form part of & shall govern this Agreement:- (a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

Annexure VI

CONTRACT AGREEMENT

(b) Contractor's Offer no _____ dated _____

(c) Work order No. _____ dated: _____

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

(CONTRACTOR)

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

WITNESS: -1.

2.....

(On behalf of Bharat heavy Electricals Ltd, Jhansi)

WITNESS: -
.....

For and on behalf of Bharat Heavy Electricals Ltd, Jhansi 1

1.

Enclosed: 100 Rs. stamp paper no. _____ is part of agreement.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



(Indemnity bond)

क्षतिपूर्ति बन्धनामा;

सेवा में,
भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी
द्वारा एकजीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी
यह कि मैं ठेकेदार आयु..... वर्ष पुत्र
..... भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा
निष्पादित करता हूँ:-
यह कि मुझ ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कार्यादेश
संख्या दिनांक..... के अनुसार
..... के कार्य करने का ठेका मिला है और कार्यादेश के
अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ-साथ कार्य संपादन हेतु आवश्यक सामग्री ले
जाने / उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के उपयोग करते
समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना अथवा अन्य किसी
भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त ठेकेदार निष्पादक
उक्त ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार की हानि अन्य
किसी भी प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और
भेल झांसी को इसके फलस्वरूप होने वाली समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त
क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा।
अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक को झांसी
में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे।

- | | |
|---------------------|--------------------|
| हस्ताक्षर साक्षी | निष्पादक / ठेकेदार |
| 1. हस्ताक्षर साक्षी | हस्ताक्षर |
| नाम:- | |
| पिता का नाम | नाम |
| निवासी | पिता का नाम |
| | निवासी |
| 2. हस्ताक्षर साक्षी | |
| नाम:- | |
| पिता का नाम | |
| निवासी | |

Note: On Rs. 100/- Non-Judicial Stamp paper.



Annexure VIII

CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR WORKS CONTRACTS

1. Documents in support of the Pre Qualification Criteria
2. General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder.
3. Annexure-I -Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4. Annexure-II-Copy of employment card issued by Contractor to their worker
5. Annexure-III -Register to be maintained by Contractor towards the labour Employed
6. Annexure-IV -Statement of Wages of Labour employed by the Contractor.
7. Annexure V –Undertaking duly signed, with seal and stamp of the Bidder, on stamp Paper of Rs 100 /-
8. Annexure-VI -Agreement between BHEL and Contractor
9. Annexure-VII -Indemnity Bond to be submitted by Contractor
10. Annexure-VIII -Checklist for documents
11. Annexure-IX -Format for Bank Guarantee in lieu of Security Deposit
12. Format JS 146 -Price Bid Sheet for Works Contracts (in a separate envelope)
13. Format JS 472 – Blank Price Bid Sheet for Works Contracts
14. Tender Cost
15. EMD
16. Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder
Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No,
17. Aadhar number, UAN number (if any), Digital Signature Certificate for PF & ESI, etc.
18. Any other document as called for in the Enquiry.

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation.

(Signature of the Contractor with Name. Designation & Seal)

ANNEXURE “IX”

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort New Delhi 110049 through its Unit at JHANSI, having agreed to exempt _____ (Name of the Vendor / Contractor / Supplier) with its registered office at _____ (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference

No. _____ dated _____ valued at Rs _____ (Rupees _____) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said

Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at (address of the head Office)

(hereinafter referred to as the Bank), at the request of _____

[Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs _____ (Rupees _____) without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

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vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

We, _____ BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- The liability of the Bank under this Guarantee shall not exceed Rs _____ (Rupees _____).
- This Guarantee shall be valid up to _____ (Validity Date).
- Unless the Bank is served a written claim or demand on or before _____ (date of expiry of claim period) , all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____ for _____ (indicate the name of the Bank)___

(Signature of Authorised signatory). Note:

- The Bank Guarantee shall be accepted only from Banks mentioned in enclosed List of Consortium Banks.
- The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the Guarantee.
- The Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of Rs. 5/- per Rs. 1000/- limited to Rs. 10000/-.
- It may be ensured that the validity date of guarantee, required to be mentioned in the Bank Guarantee format, should not be earlier than 60 days after the date contemplated under the contract.
- Date of expiry of claim period of the Bank Guarantee shall be kept 6 months after validity date.
- Contact details of Bank & Branch Manager of Bank guarantee issuing Bank like name, address , mobile no & mail id must be provided.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

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List of Consortium Banks			
Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	Sl. No	Private banks
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	Sl. No	Foreign banks
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/08/39/R

DATE:- 22/04/2019

BLANK PRICE BID

ANNEXURE-X

Sl. No.	Description of Work	% Allocation (Item-wise)	Unit	Quantity	Rate per Unit (in Rs.)	Amount (in Rs.)
(a)	(b)	(C)	(D)	(E)	(F)	G = (E x F)
1	कारखाना परिसर में पलाई एश की ईट बनाने का कार्य करना इस कार्य के लिये ठेकेदार को ईट बनाने की मशीन एवं स्टोन डस्ट इत्यादि अन्य आवश्यक सामग्री का प्रबन्ध करना होगा। ईट बनाने के लिये पलाई एश, सीमेन्ट, पानी, विद्युत आपूर्ति भेल द्वारा मुफ्त (फ्री) दिया जायेगा।	100.000%	Nos	100000.00	-----	-----
	Total	100.000%			Rs.	-----

GST Extra as applicable

Contractor should not offer rates in blank price bid

Amount in words: Rs. -----

(To be necessarily filled in words by the bidder) Total package price of the schedule "D" to be quoted by the bidders at box marked "xxxxxxx" as above.

Note: -

1. Bidder has to quote in above unlocked cell only. Item rate shall be calculated automatically. Calculated item rates upto four decimal points may be adjusted w.r.t. gross total amount and it shall be the itemwise final rate for execution of contract and all other purposes.
2. Quoted gross total amount should be considered only if quoted in this excel sheet and print out of this should only be considered for evaluation. If Price is quoted in any other format other than the Excel Sheet enclosed to the NIT, the offer of the bidder will be rejected

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority