



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
TOWNSHIP CIVIL DEPARTMENT**

**Name of work:- White/Color washing of Residential & Public buildings (external side)
in Township for year 2012-13**

Tender No. TCX/TE/05/2012-13

Date: 12.06.2012

OPEN TENDER

(TENDER NO. TCX/TE/05/2012-13)

FOR

**White/Color washing of Residential & Public buildings (external side)
in Township for year 2012-13**



**TOWNSHIP CIVIL DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
JHANSI – 284129 (U.P.)**

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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To be submitted by 13:15 Hours **on 06/07/2012 (Friday)** to ADM - Security Gate.

Tenders shall be opened in the presence of tenderers who may be present, at 14.00 Hours on **06/07/2012 (Friday)** in the office of Tender opening Committee and price bid shall be opened later.

Issue to contractor

(Herein after referred to as the Company/Corporation)

I/We have read and examined the following documents related to the construction of **Name of Work:- White/Color washing of Residential & Public buildings (external side) in Township for year 2012-13**

The tender (two bid tender) pages (Total Twenty One pages) with following documents.

	Notice Inviting Tender.	Page no. 4-5
	Qualification Criteria / Checklist	Page no. 6-8
SCHEDULE A	List of material issue to the contractor	Page no. 9
SCHEDULE B	List of Tools and Plant issue to the contractor	Page no. 9
SCHEDULE C	Special conditions of contract	Page no. 9 To 15
SCHEDULE D	Lead statement	Page no. 16
SCHEDULE E	Security Deposit	Page no. 16
SCHEDULE F	Reference to general condition of contract	Page no. 17
	AFFIDAVITS A & B	Page no. 18 & 19
	Blank price bid	Page no. 20
	Price Bid	Page no. 21

General Conditions of contract including Contractor's labour Regulation, Model Rules for labour Welfare and Safety Code appended to these conditions.

DSR 2007 Schedule of rates (referred is in the General Condition of Contract as Schedule of rates)

I/We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in schedule G.

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The rates offered in price bid may be fixed under the terms and conditions of the contract and within the period (s) of completion as stipulated in Schedule "F" .

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

A cash of **Rs. 1,00,000.00 (One Lakh rupees only)** is hereby forwarded in BHEL Cash receipt Pay order or demand draft only as earnest money . If /we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to Company/Corporation. I/we agree that the Company /Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provision aforesaid documents.

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

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NOTICE INVITING TENDERS

(Applicable to all types of contracts)

Phone no 0510-2412582 Fax no 0510-2770011

Email paawan@bheljhs.co.in

website www.bhel.com/bhel/tender/login.php.

- 1- Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work – **White/Color washing of Residential & Public buildings (external side) in Township for year 2012-13.** The work is estimated to cost **Rs 38.90 Lakhs.** This estimate , however is given merely as a rough guide
- 2- The tender shall be in the prescribed format.
- 3- The works are required to be completed within **One year** from the fifteen days after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Company/Corporation in the tender documents .the site is expected to be handed over on or about immediately.
- 4- No two or more concerns in which an individual is interested as a Proprietor and /or a partner shall tender for the execution of the same works, if they dose all such tenders shall be liable to be rejected.
- 5- The **DGM - Civil / Estate** shall be the Accepting Officer hereinafter refers to as such for the purpose of this contract.
- 6- Tender documents consisting of plans, specifications, Schedule (s) of quantity of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection at township civil office from **15/06/2012 to 05/07/2012** between 9 am to 3 pm.
- 7- Tenderers are advised to inspect and examine the site and its surroundings and subsoil (so far as it is practicable), the form and nature of the site, the means of access to the site the accommodation they may be require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he in specs it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 8- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc will be issued to him by the company corporation and local conditions & other factors bearing on the execution of the works.
- 9- A tenderer should quote in figures as well as in word rate (s) tendered. The amounts for each item should be worked out and the requisite totals given. Special care in figures only in such a way that inter pole ration is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs should be written before the figure of rupees and the words. 'paisa" after the decimal figures e.g. Rs 2.15 and in case of words, the words 'Rupees' should precede and the words 'paisa' should be written at the end .

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- Unless the rate is in whole rupees and followed by the word 'only ' it should invariably be upto two places of decimal.
- 10-**The work shall be awarded to the overall lowest bidder. The quantities mentioned in the tender shall be used for comparative statement calculation and award of work. The actual quantities can vary during the course of the contract.
 - 11-In case more than one contractor quote the L1 (lowest & technically accepted) rates, the work may be awarded through draw of lottery.**
 - 12-**Tenders shall be received at ADM security gate upto 13:15 hours on the **06/07/2012 (Friday)** and shall be **opened at 06/07/2012 (14:00)** hours on the same day in the presence of tendereres who may be present.
 - 13-**The tender shall be accompanied be earnest money (unless exempted from depositing it) of **Rs 1,00,000.00 (One Lakhs rupees only)** in BHEL cash receipt (as permissible under Income Tax Act) pay order or Demand draft only in favour of BHEL Jhansi.
 - 14-**On acceptance of tender earnest money will be treated as part of the security if applicable.
 - 15-**Bharat Heavy Electricals Ltd. Jhansi will return the earnest money, where applicable, to every unsuccessful tendered on the request of the tendered and after award of work to now successful bidder.
 - 16-**A tenderer shall submit the tender which satisfies each and every essential condition laid down in this notice, failing which the tender will be liable to be rejected.
 - 17-**The Bharat Heavy Electricals Ltd. Jhansi reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
 - 18-**Sales Tax or any other tax on materials in respect of this contract if applicable shall be payable by the contractor and the company /corporate on will not entertain any claim what so ever in this respect.
 - 19-**This notice of tender shall form part of the contract documents.
 - 20-**The contract may be awarded on overall lowest basis only.
 - 21-**Income Tax shall be recovered as per the applicable laws. Presently **income tax @ Rs 2% of gross value** of bill will be recovered from the contractor's bills.
 - 22-**Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalty as may be decided and future blacklisting.
 - 23-**Offer must be submitted in a sealed cover. The cover should bear our Tender Notice number, due date of opening and name of the bidder.
 - 24-**Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
 - 25-Payment of stamp duty on security deposit as per stamp duty act 1998 shall be payable.**
 - 26-**Tender document consisting of plans, specification, schedule (s) of quantity of the various classes of work to be done, the condition of contract and other necessary documents will be open for inspection and sold on payment of **Rs. 400/- + 13.5% (VAT) i.e. Rs. 454/-**

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QUALIFYING CRITERIA

(I) FINANCIAL SOUNDNESS AND EXPERIENCE

The work is specialized in nature which requires skilful workmanship & timely completion. All the following criteria will have to be met:

- (1) The Bidder should have an Average Annual financial turn over during the last 3 years, ending 31st March 2012 not less than **Rs. 11.67 Lakhs**. (Audited copy of Balance sheets of last 3 years to be enclosed)
- (2) The bidder should have the experience of successfully completing similar works during the last seven years ending 31.05.2012 amounting to values mentioned as under in a completed contract. (running contract in a BHEL unit will be acceptable along with certificate of satisfactory work performance from Engineer – in- Charge)
 - (a) Three similar completed works each costing not less than the amount equal to **Rs 15.56 lakhs. Or**
 - (b) Two similar completed works each costing not less than the amount equal to **Rs 19.45 lakhs Or**
 - (c) One similar completed work costing not less than the amount equal to **Rs 31.12 lakhs**

NOTE : Similar work means all types of Civil Construction and maintenance work (excluding bitumen road work) / White washing work.

(II) MANDATORY DOCUMENTS

The following documents must be enclosed along with the Techno Commercial Bid, failing which the tender shall be summarily rejected.

1. ESI registration certificate
 2. PAN no. and copy of PAN card
 3. Service Tax Registration Certificate. Service Tax no. should be PAN based
 4. Trade Tax registration (TIN no.)
 5. Details of ownership of firm (whether proprietary, partnership or Limited Company). In case of partnership firm and Limited Company, power of attorney authorizing the Partner / Director to submit tender in BHEL Jhansi must be enclosed
 6. Details of skilled manpower employed with the firm
 7. Details of tools, plants and machinery available with the firm
 8. Self Certificate declaring the firm and its proprietor/partners/Directors has never been found guilty by a court for crimes of fraud , dishonesty or moral turpitude
 9. Self Certificate declaring the contractor has never been blacklisted by any BHEL unit, Govt department or any PSU.
 10. Self Certificate declaring that the contractor shall abide by all statutory and legal requirements of appropriate government
- (3) **Note :-** PF registration is mandatory for execution of contract agreement However if the contractor dose not have PF registration at the time of submission of tender

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documents he must submit an undertaking to obtain PF registration within 15 days of issue of Letter of Intent.

(II) LABOUR LICENSE REQUIREMENTS

In case 20 or more labours are employed for the work, the contractor shall be required to submit valid Central Labour License within 15 days of issue of Letter of Intent by the Engineer -in-Charge, failing which the permission to work shall be suspended and the contractor shall be liable to pay Liquidated damages to BHEL in case of delay in completion of work.

(IV) OTHER DOCUMENTS

BHEL reserves the right to ask for any other document / certificate / clarification from the contractor relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication from BHEL, failing which the deemed fit action shall be taken by BHEL.

A checklist of all the essential and desirable documents is placed on page 7 of this tender document. The tenderer shall carefully fill the checklist and submit along with tender document.

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TECHNICAL BID (TOTAL PAGES - page no 1 to 20)

PART A : Checklist / Minimum qualification criteria

The following are the essential requirements to be fulfilled in order to qualify for price bidding.

SI No	DESCRIPTION	Essential/ Desirable	Enclosed (Y/N)	
I labour laws	(1) Employee's PF & miscellaneous provision act, 1952 (Valid PF code required	Desirable		
	(2) ESI Number & date (Valid ESI code required)	Essential		
II.	Taxation requirements			
	(1) Income tax act : PAN Number Required	Essential		
	(2) Trade Tax / VAT / TIN No.			
	(3) Service tax PAN Based Service Tax Number Required			
III	BHEL works policy requirements			
	1. EMD Rs 1,00,000/- in the form of Cash / Pay order / Demand draft or 2 lakhs as one time EMD. Please furnish all details for one time EMD.	Essential		
	2. Acceptance of Terms & conditions - Signature on all pages without conditions of contractor			
	3. Blank price bid duly signed by the contractor.			
IV.	Financial soundness			
	1. Income tax returns for last three 3 years.	Desirable		
V	Qualifying Criteria			
	1. Average annual financial turnover during last 3 years ending 31st March 2012 not less than Rs. 11.67 lakhs	Essential		
	2. Similar completed work during last 7 years ending 31st May 2012 should be either of the following.			
	(a) Three similar completed works, each costing not less than the amount equal to Rs. 15.56 lakhs.			
	(b)Two similar completed works, each costing not less than the amount equal to Rs. 19.45 lakhs.			
	(c) One similar completed work costing not less than the amount equal to Rs. 31.12 lakhs.			
VI	Detail of technical and skilled manpower			
VII	Self Declaration that contractor has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude	Essential		
VIII	Self certificate for not been blacklisted by any BHEL unit or any other organization where he has worked			
IX	Self certificate that contractor will abide by all statutory and regulatory requirements while carrying out the work			
Note 1: Non Fulfillment of any/all of the above requirements can entail disqualification of the bidder.				
Note 2: For similar work refer page 10 clause no 26				

All the above conditions accepted

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SCHEDULE "A"

LIST OF MATERIALS ISSUE TO THE CONTRACTOR

S.No.	Particulars	Rs	Issue from
1	NA	NIL	NA

SCHEDULE "B"

LIST OF TOOLS, PLANTS ISSUE TO THE CONTRACTOR

Sl.No.	T & P	Rates
1.	Any tools/Ladder (only if working & available in civil deptt.)	Rs.20/- per hour

SCHEDULE "C"

SPECIAL CONDITIONS OF CONTRACT

1. The BHEL General Conditions of contract shall an integral part of this contract. (The BHEL General condition of contract may be seen in civil Office)
2. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
3. The following General Conditions of Contract shall not be applicable; they shall be treated as deleted: 9(d), 34.A.2, 34.A.3, 34.A.4, 34.A.5, 34.A.6, 34.A.7, 34.A.8, 34.A.9, 34.A.10, 34.A.11, 34.A.12, 51.1 (b), 51.2, 51.3, 52.1, 53(b).2, 53(c), 53(d), 53(e), 53(e).1.
4. The contractor shall take necessary precautions for the safety of his workmen.
5. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same .The decision of Engineer in charge is such case shall be final and binding on contractor.
6. The contractor will follow all safety rules required in connection with execution of such type of works.
7. The contractor will have to get his workman insured at his cost. Work order will be issued on productions of this document to the deptt.
8. The contractor shall make his own arrangement for his residing the supervisor near by the township for execution/interest of work. If available the BHEL can provide the accommodation at commercial rent (electric charger and water charge extra) as per rule.
9. The Workman Compensation Act, its implications, licensing and liabilities of Minimum Wages Act will be entirely the responsibility of the contractor.
10. The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.
11. No minor worker will be allowed to work.

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12. The contractor is advised to take insurance policy to cover accident risk under Workmen's Compensation Act in respect of workmen engaged by him .
13. The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residents of the township.
14. Contractor will have to ensure that the work places are entirely cleaned
15. In case any time contractor fail to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.
16. **Water charges will be deducted @ 1% of gross value of the bill. Water will be supplied at one point.**
17. Any **electric power** required for contractors' lighting/machinery for the purpose of civil work **except fabrication work** shall be supplied **FREE OF COST** by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company.
18. **EXECUTION OF CONTRACT:**
 - 18.1. The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electrical Limited. The successful tenderer shall be required to execute a contract in the "prescribed form" as per GCC with BHEL within 15 days after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.
 - 18.2. The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.
 - 18.3. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
 - 18.4. All the works shall be carried out under the direction and to the satisfaction of BHEL.
19. Work shall be carried through out work period (contract period) without interruptions due to any Sunday /holiday round the clock and contractor has to make suitable arrangement for the same without any extra compensation.
20. The contractor has to obtain registration numbers service tax code & account code etc from commissioner ate of central excise and service tax , Kanpur without which tender shall not be issued . He shall have to comply with the requirement of the commissioner ate .
21. The payment shall be made on the basis of measurement only as per unit given in schedule The contractor or his supervisor /authorized person maintained a register and entry the work /measurement immediately and verified daily/after the work by BHEL supervisor.
22. **MEASUREMENT OF WORK AND MODE OF PAYMENT**

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- 22.1. All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the parties will sign in that.
- 22.2. All recoveries due from the contractor for the month/period shall be effected in full from Corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I.Tax, Stamp duty on S.D etc.
- 22.3. Measurement shall be restricted to that quantity for which it is required to ascertain the Financial liability of BHEL under this contract.
- 22.4. The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for Measurement or re-measurement.
- 22.5. Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 22.6. Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender Specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.
- NOTE :-** Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.
23. In all cases of disputes emanating from and in reference to this agreement contract and all questions, dispute for difference of any kind what so ever arising out of or relating to this agreement contract the matter/dispute shall be referred to the arbitration of the sole arbitration of Executive director/Group general manager/General Manager of BHEL, Jhansi or any other person (including an employee of BHEL) even though he had to deal with the matter relating to this agreement contract nominated by the said Executive Director/GGM/GM to act as sole arbitrator. The arbitrator shall be under the arbitrator and conciliation act of 1996 and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. No person other than the above or his nominee can act as arbitrator. The venue of arbitrator shall be at Jhansi or the place decided by the arbitrator. The award of the arbitrator shall be final and binding on the parties of this agreement. The court at Jhansi only should have jurisdiction in the case/matter.
24. The quantity of each item has been mentioned in the tender on tentative. The actual quantity will be as per work given. The quantity may be variate as per requirement. The contract may be awarded on overall lowest basis only.
25. Contractor will submit Central Labour license within 15 days of issued of LOI.
26. Similar work means all type of Civil Construction and maintenance work (excluding bitumen road work) / White washing work.

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SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

27. Test certificate for all materials to be made available by the contractor as per direction of Engineer-in-charge including strength of concrete cubes, bricks, aggregates. And any other materials provided by contractor.
28. The works have to be carried out as per CPWD specifications 1977, Wherever CPWD specifications are silent, the work shall carry out as per BIS specifications. In case of defective BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified at contractor's 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.
29. The contractor shall have to make his own storage sheds for materials to be issued by BHEL.

Compensation for Delay: (L D Clause)

30. If the contractor fails to maintain the required progress as per contract or to complete the work and clear the site on or before the contract.
Or extended date – period of completion, he shall, without prejudice to any other right or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in condition 14 or that the work remains incomplete.

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

Completion period (as originally stipulated)

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

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

Completion period (as originally stipulated)

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

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

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TERMS & CONDITIONS OF THE TENDER

32- The contractor shall comply with the following general terms, conditions and special instructions. The contractor shall fully comply with the following enactments:

- a. Contract Labour (R&A) Act, 1971..
- b. Minimum wages as mentioned from time to time .
- c. Payment of Wages Act, Bonus act.
- d. ESI Act, 1948.
- e. EPF Act, 1952.
- f. Workmen's Compensation Act, 1923.
- g. Stamp duty Act, 1898
- h. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

33. if the contract is awarded the contract then he should apply for form -V from BHEL to obtain Labour license from Appropriate Government and submit the same and PF registration (PF Code no) within one month from the date of award of contract . Till then award will be treated as as PROVISIONAL .

34. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- a. Form XIII - Register of workmen employed by contractor (Rule 75).
- b. Form XIV - Employment card issued by contractor (Rule 76).
- c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- e. Form XVII - Register of wages-cum Muster Roll (in case of weekly payment).
- f. Form XIX - Wage slip (Rule 78 (b)).
- g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
- h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
TOWNSHIP CIVIL DEPARTMENT**

**Name of work:- White/Color washing of Residential & Public buildings (external side)
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Indemnity clause

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

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

Legal compliance clause

36. The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
37. The work shall be supervised by the contractor or through the Authorized representatives on day to day basis.
38. The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
39. In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
40. Security deposit will be released on submission of following certificates from departments mentioned as under:-

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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41. A. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
B. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

Arbitration clause & governing law

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

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(Signature, Seal & date of Contractor)



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
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SCHEDULE " D "

LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	NA	NA	NA

SCHEDULE "E"

SECURITY DEPOSIT

Security Deposit – As per Work policy

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	10%	Rs.	<input type="text" value="-----"/>
Balance upto 50 lakhs	7.5%	Rs.	<input type="text" value="-----"/>
Total Security		Rs.	<input type="text" value="-----"/>

Final amount will be as per agreement amount.

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SCHEDULE " F "
Reference to general condition of contract

Condition No .			
3(b)	Accepting Authority	DGM – Civil / Estate	
3 (i)	Market Rate percentage addition to cover overheads and profit.	-	
9	Earnest money : security deposit		
	(a) Estimated cost of the works	Rs – 38.90/- lakhs	
	(b) Earnest money -	Rs- 1,00,000.00	
	(c) Security deposit The rate of security deposit as		
	Upto Rs. 10 lakhs	10%	Rs. -----
	Balance upto 50 lakhs	7.5%	Rs. -----
		Total Security	Rs. -----
10 (iv)A (A)	Permissible deviation limit for any contract item , substituted item or contract -cum substituted item in excess of the original value of the item (Applicable percentage Rate Contracts)	It may vary extent to as per requirement	
10 (vi)A (b)	Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only)		
10 (vii)A (c)	Permissible deviation limit for items of work not already included in the contract.	NA	
11 (vii)B (a)	Permissible deviation limit for an individual trade item.	It may vary extent to as per requirement	
12	Suspension of work		
12 (b) (ii)	Percentage payable to cover Contractors indirect expenses for suspension exceeding thirty days and not exceeding 3 months.	NA	
(C)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months.	NA	
13	Time allowed for execution of work	One Year	
13 (h)	Authority competent to decide if “any other cause ' of delay is beyond Contractor’s Control.	DGM – Civil / Estate	
32	Authority competent to reduce compensation amount	DGM – Civil / Estate	
33	Defects liability period.	Six months	
57	Authority for appointing arbitrator	Unit Head	

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Date: 12.06.2012

AFFIDAVIT 'A'

I/We M/sproprietorship/Pvt.Ltd/partnership
firm represented by
Shri.....s/o.....aged about
.....resident ofdo here by solemnly
affirm and state as follows:

1. That the deponent declares that no criminal trial/prosecution for any offence involving fraud dishonesty and moral turpitude is pending against the deponent in any court of law. Further no penalty/guilty/conviction was awarded against the deponent by any court of law/statutory authority in India.
2. That the deponent hereby declare that neither myself & my firm was declared as insolvent by any court of law nor any insolvency proceedings pending in any court of law.

Deponent

Verification

The facts stated herein above are true and correct to the best of my knowledge and nothing has been concealed. Verified on/...../ at Jhansi Uttar Pradesh – 284129.

Deponent

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
TOWNSHIP CIVIL DEPARTMENT**

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Date: 12.06.2012

AFFIDAVIT 'B'

I/We M/sproprietorship/Pvt.Ltd/partnership
firm represented by
Shri.....s/o.....aged about
.....resident ofdo here by solemnly
affirm and state that the deponent declares that the firm referred herein above never
been blacklisted/banned/delisted on the date of tender by any establishment of
PSU/Govt of India/BHEL, Jhansi/Any Unit & Region/Office of BHEL

Deponent

Verification

The facts stated herein above are true and correct to the best of my knowledge and
nothing has been concealed. Verified on/...../ at Jhansi Uttar Pradesh –
284129.

Deponent

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
TOWNSHIP CIVIL DEPARTMENT**

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BLANK PRICE BID

S. No. (A)	DSR 2007 Ref. (B)	Description (C)	Unit (D)	Qty. (E)	DSR 2007 Rate (F)	Amount in Rs. (G)	Rate offered by contractor (H)
1	13.26/203	Providing and applying plaster of paris putty of 2mm	Sqm	2400	47.20	113280.00	(Above/Below) over DSR 2007 rates for Item no 1 to item no 6
2	14.43/219	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Sqm	117000	3.20	374400.00	
3	14.46/219	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	2400	4.25	10200.00	
4	14.64.1/221	Finishing walls with water proofing cement paint of required shade Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litres/10 sqm complete including cost of Priming coat.	Sqm	117000	27.95	3270150.00	
5	14.66.1/221	Finishing walls with Acrylic Smooth Exterior paint of required shade: old work (Two or more coats applied @1.67 ltr/10 sqm) on existing cement paint surface.	Sqm	2400	36.30	87120.00	
6		Other Items except above items but covered as per CPWD DSR 2007.	Basic value	1		35000.00	
Total					Rs.	3890150.00	

Service tax extra as applicable

Note: Contractor should not offer rates in blank price bid

(Signature, seal & date of issuing authority)

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PRICE BID

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3	14.46/219	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	2400	4.25	10200.00	
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6	Other Items except above items but covered as per CPWD DSR 2007.		Basic value	1		35000.00	
Total					Rs.	3890150.00	

Service tax extra as applicable

Note: Contractor should offer their rates in % (percentage) Above / Below on DSR 2007 rates at Column "H" in the PRICE BID.

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(Signature, Seal & date of Contractor)