



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

Name of work: - Consultancy for water management in BHEL Jhansi

TENDER NOTICE NO :- FCX / TE / 2 / 14 / R

DT 22/12/2012

TENDER

(TWO BID)

Consultancy for Water management in BHEL Jhansi



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

Signature, seal & issuing authority

Sign, seal & date of contractor



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NOTICE INVITING TENDER

GENERAL TERMS AND CONDITIONS

1. Sealed tenders are invited for the following works.

Short Description of Work	Time of Completion	Value of Work	Earnest Money Deposit (In Rs.)	Tender Submission Date & Time	Tender Opening Date & Time
Consultancy for Water management in BHEL Jhansi	12 months	Rs 3.75 lakhs	Rs.10,000/- To be accompanied with techno-comm. bid (Part 1)	15/01/2013, 1:15 PM	15/01/2013 , 2:00 PM

- 2 Cost of Tender Document Rs 228/-

- 3 Address for purchase, submission & opening of Tender

a. Purchase of Tender : - Office of Sh R K Srivastava
DGM – Civil & Estate
BHEL Jhansi – 284129
Email rks@bheljhs.co.in

b. Submission of Tender :- Tender Box located at Admin Building
Admin Building Main gate
BHEL Jhansi – 284129

Or if sent through Courier

Sh R K Srivastava
DGM – Civil & Estate
BHEL Jhansi – 284129
PH NO 0510 2412785, 9453001001
fax NO 0510 2412119
Email rks@bheljhs.co.in

c) Opening of Tender :- Tender Room
Admin Building Main gate
BHEL Jhansi – 284129

- 4 Tender documents can be purchased from the above office by submitting an application and cost of tender documents by Demand Draft payable at Jhansi or cash (to be paid at cash counter at BHEL Jhansi) Till **14/01/2013** upto 3.00 pm
- 5 Bidders may also download the tender documents from the web page of BHEL (www.bhel.com) and use the documents for submission of tender. In such cases, the cost of tender documents shall have to be paid at the time of or before

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submission of offer. Payment to be made through DD favoring “ Bharat Heavy Electricals Ltd” payable at Jhansi , to be sent along with the offer.

- a. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
- b. Your offer is to be submitted in two parts in separate sealed envelopes properly marked as highlighted below.
 - i. **Part-I Techno-commercial bid:** - Containing (i) Bidder's signature and seal on all pages of Tender Document along with submission of supporting documents as required in the Qualification criteria. (ii) Signed Blank Price Bid. (iii) Conceptual drawing with elevation. Part-I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at time & place of opening.
 - ii. **Part-II Price-Bid:** The price bid will be opened only for the parties who techno commercially qualify as per our qualifying criteria. The time and date of opening of price bid will be intimated to such agencies at a later date.
- c. The bidders should carefully go through the 'Instructions to Tenderers', 'Qualifying Criteria', and 'General Conditions of Contract 'and' Special Conditions of Contract which are all parts of the tender document before submitting their offers.

Brief Description of Work

Our factory and Township is spread over approximately 400 acre. In this factory we are manufacturing Transformers and Locomotives. We are taking water from UP Jal Nigam. The requirement of water for drinking, processing, horticulture and various other purposes is approximately 1500 kl per day. Our unit is ISO 14001 and OHSAS18001 certified. as part of certifications, we are required to comply with all statutory requirements of various Govt. bodies like UPPCB. The Consultant is expected to provide detailed analysis of water & waste water in BHEL JHANSI factory & Township and help us in meeting all requirements of ISO14001, OHSAS 18001 & UPPCB.

SCOPE OF WORKS:

- 1) Carry out detailed field survey of water usage in BHEL premises using modern equipment all T & P measuring & testing equipment to be arranged by consultant.
- 2) Preparation of water balance diagram for factory and township and suggest ways to reduce water wastage.
- 3) To test the quality of water supplied by Jal nigam every month.
- 4) To study the conditions of various water storage tanks in factory and township and provide recommendations on their maintenance.
- 5) To provide consultancy for increasing the use of ground water and reducing dependence on Jal Nigam.

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- 6) To study the present Sewage Disposal system and provided testing reports of sludge and effluent water.
- 7) Inspecting the Existing oxidation ponds every month and providing consultancy for their maintenance and improvement in efficiency.
- 8) To assist in the preparation of all the documents required for ISO 14001 & OHSAS 18001 & UPPCB for Civil Department (Factory and Township).
- 9) To study the existing drainage system and suggest ways to improve the same.
- 10) Suggest ways to reduce the mixing of machine effluents eg. Lube oil, coolant etc with drainage water.
- 11) To study water requirements of machines in factory area and suggest ways to reduce wastage of water.
- 12) To suggest economical alternatives to existing sewage disposal system so as to meet requirements of statutory and legal bodies in long term.

NOTES:

1. Offers should be strictly in accordance with the tender specifications and general instructions to the tenderer enclosed herewith. All terms and conditions of the tender should be accepted unconditionally by the tenderer.
2. Clarifications, if any of Technical/Commercial nature, can be obtained from DGM- Civil & Estate, Manager (FCX), BHEL-Jhansi but such requests shall be entertained before submission of the tender. No deviation w.r.t. Terms and conditions of the tender are acceptable.
3. It will be in the interest of the bidders to visit the existing shops at BHEL Jhansi before quoting their rates. After award of contract, any claim about lack of knowledge of site or scope of work shall not be entertained
4. The tenderer are required to quote for the complete work with rates for all the items and number column should be left blank. Work shall be awarded to overall lowest bidder only. Tenderers quoting for part of the work or incomplete in any respect are likely to be rejected.
5. BHEL reserves the right to accept or reject any of the bid/alls with or without deviation or cancel/withdraw the invitation for bid without assigning any reasons whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
6. Consultant is expected to give most economical design for any structures recommended for water / waste water treatment / discharge.
7. Consultant is expected to bring to the notice of BHEL any aspect of specification, which is at variance with code provisions and standard practice.
8. In case bidder decides not to submit the offer against this tender, the bidder must inform BHEL and return the Tender.

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QUALIFICATION CRITERIA FOR BIDDERS

- 01- Average Annual Financial turn over during last 3 years, ending 31st March 2012 should be more than **Rs 1.13 lakhs.**
- 02- Similar Completed work during last 7 years ending 30 November 2012 should be either of the following.
- a) Three similar completed works, each costing not less than the amount equal to **Rs. 1.50 lakhs.**
- OR**
- b) Two similar completed works, each costing not less than the amount equal to **Rs. 1.88 lakhs.**
- OR**
- c) One similar completed works each costing not less than the amount equal to **Rs. 3.00 lakhs.**
- 03- Bidder must have valid PAN number and Service Tax number.
- 04- Similar work means experience of Environmental Consultancy work for industrial or residential areas. Only completed works will be considered for experience. In case work is done for any BHEL unit and is in progress, and if work up to the value required in this tender has been completed, certificate of satisfactory completion of work from concerned official shall be accepted. If work is done for private parties, TDS certificate shall be submitted to prove completion of work.
- 05- Documentary evidences in support of bidders above mentioned experiences must be submitted for their consideration by BHEL. The bidder may engage experts at his own expense in the specified fields.
- 06- In case the bidder engages experts, the following must be submitted for consideration; else the bidder will be disqualified. Joint bidding is not acceptable.
- (i) Name of Agency/Expert
- (ii) Evidences in support of Experts' experiences
- 07- Earnest Money Deposit (EMD) for **Rs. 10,000/-** shall have to be deposited by the bidders along with their Part-I Bid. EMD will be returned to the unsuccessful bidders.
- 08- Bidder must submit self declaration that
- (i) They shall abide by all acts and laws of Central and state Governments and comply with all statutory and legal requirements during the period of contract
- (ii) They have not been blacklisted by any BHEL unit or any Central or State Government department or PSU
- (iii) They have not been found guilty by a Court of Law of Crimes of fraud, dishonesty or moral turpitude.

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

(Signature of Authorized Persons(s))
Name and Designation of Authorized Persons(s)
Signing the Tender on behalf of the tenderer.

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INSTRUCTION TO TENDERERS

1. This tender conditions & specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent as in a sealed cover boldly super scribing the name of work as given in the tender notice.
2. The tender shall be addressed to as follows :
Sh R K Srivastava
DGM – Civil & Estate
BHEL Jhansi – 284129
PH NO 0510 2412785, 9453001001
Sealed Tenders submitted (i) personally, (ii) by Courier, or (iii) by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE”. Tenders shall be sent/posted with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex/fax may not be considered unless confirmed in writing by a detailed offer. The decision of acceptance of such offers solely rests with BHEL. **THE SEALED TENDERS CAN ALSO BE DROPPED IN THE TENDER BOX PLACED AT CISF ROOM OF ADM. BUILDING GATE BEFORE 1.15PM ON THE DUE DATE OF OPENING.**
3. Tenders shall be opened by authorised employees of BHEL in that tender room of MM department at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representative who may be present.
4. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. If the tenderer has any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge after submission of the tender.
6. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender document and specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
7. The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in figures shall be treated as final rate. For the purpose of the tender, the metric system of units shall be used.
8. All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The tenderer shall duly attest all cancellations and insertions prior to submission of tender.
- 9) **DATA TO BE ENCLOSED**
Full information shall be given by the tenderer in respect of the following. Non submission of this information may lead to rejection of the offer.

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9.1 FINANCIAL STATUS.

Financial viability as per Pro forma enclosed at ANNEXURE `A`.

9.2 PERMANENT ACCOUNT NUMBER

Permanent Account Number issued by Income tax department.

9.3 PREVIOUS EXPERIENCE:

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

9.4 ORGANIZATION CHART:

The organization pattern indicating name, qualification and experience of engineers and architects present at senior level in the roll of the firm that is totally available with them.

9.5 OFFICE SPACE:

Please indicate the total area of office space (in Sqr.Mtrs) of Head Office/Corporate Office and main regional offices.

9.6 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.

9.7 IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/Instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

9.8 Declaration sheet as per pro forma enclosed at ANNEXURE `D`.

9.9 In addition to the above, the particulars required elsewhere in tender documents must be submitted.

9.10 Mention your PF code No. allotted to you by the Regional Provident Fund Commissioner.

9.11 Mention your ESI code no or any other medical policy prevailing in your company.

9.12 Mention your Service Tax Registration No.(PAN Based) issued by Central Excise Department.

9.13

Note: In terms of clauses 9.1 to 9.12 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given as per annexure only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.

10 EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

Note: Cheques, Money Orders or Postal Orders will not be accepted.

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- 10.1** Cash: The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited Jhansi and cash receipt issued by him shall be enclosed along with the tender.
- 10.2** Demand Draft from any Nationalized Bank in favour of Bharat Heavy Electricals Limited, Jhansi.
- 10.3** The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.
- 10.4** In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender.
- 10.5** BHEL reserves the right to forfeit the Earnest Money in case the successful tenderer in the event he/they
- 10.5.1** After opening of tender, if the tenderer revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
- 10.5.2** Fails to commenced the work within 15 days from the date of issue of letter of intent
- 10.5.3** Fails to submit 50% of the total security deposit before start of work.
- 10.5.4** Fails to start the work as may be indicated in the Letter of Intent.
- 10.6** EMD to be submitted along with techno commercial bid only and not in price bid .
- 10.7** No adjustment of earlier EMD/Security deposit, if any, shall be permitted.
- 11** **AUTHORISATION AND ATTESTATION:**
Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 12** **VALIDITY OF OFFER:**
The offer shall be kept open for acceptance for a minimum period of 90days from the date of opening of tenders from date of negotiation. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
- 13** **EXECUTION OF CONTRACT:**
The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the "Prescribed form ' as per GCC with the BHEL within a reasonable time after the acceptance of his their 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.
- 14. SECURITY DEPOSIT**
Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the letter of intent for satisfactory completion or work.
- 14.1** The total amount of Security Deposit shall be calculated based on value of work order as per contract agreement.
- 14.2** The Security Deposit will be deposited within 15 days from the date of issue of letter of intent but before start of work in any one of the following forms.
- 14.2.1** The total Security Deposit as indicated in the Letter of Intent has to be submitted in cash or as per clause 14.2.2 herewith as under :
- 14.2.2** The rate of Security Deposit will be as below:
a) 10% of the billing amount.

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- b) The security deposit will be collected before start of the work by the contractor.
c) Security deposit may be furnished in any of the following forms:
(i) Cash (as permissible under the Income Tax Act)
(ii) Pay Order, Demand Draft in favour of BHEL, JHANSI.
(iii) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Jhansi and discharged on the back).
iv) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to 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, Jhansi.
(v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL Jhansi, duly discharged on the back.
(vi) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills

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

14.2.3 The validity of the Bank Guarantee furnished towards Security Deposit under 14.2.2 above shall be up to the period of completion of work as stipulated in the Letter of Intent + Guarantee period + 3 months claim period.

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

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

14.5 Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 10.4 above.

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

14.7 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

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

16 REJECTION OF TENDER AND OTHER CONDITIONS:

The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

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- 16.2.1 To reject any or all of the tenders
- 16.2.2 To award the work in part
- 16.2.3 In contingency stated in 16.1.2 above to modify the time for completion suitably.
- 16.3 Conditional and un witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 16.4 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.5 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/any other moneys due.
- 16.7 Should a tenderer or Contractor or in the case of a firm or Company of Contractors /one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 16.8 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

4. BILLING:

- 4.1 . BHEL reserves the right to get any item(s) executed and payment shall be made only for item(s) executed by the bidder separately

5. DOCUMENTATION:

5.1 All Specifications and Design Documents including computer outputs shall be neatly typed on A4 Size Paper. The format of design document shall be got approved by BHEL-JHANSI.

5.2 All drawings shall be prepared on Auto CAD or any other approved CAD software. All drawings shall be prepared on standard sizes (viz. A0, A1, A2, A3 & A4). The 'Title Block' shall be as per BHEL-Jhansi's approved design. All prints of the drawings shall be clear and legible.

5.3 Upon completion of construction, the design drawing shall be revised to reflect accurately the plant facilities as build. The drawings shall be issued under the appropriate revision and marked "AS BUILT".

5.4 The number of copies of design documents and drawings required to be submitted shall be as follows:

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GENERAL TERMS AND CONDITIONS

The standard General conditions of contract of BHEL Jhansi (GCC) shall form an integral part of this document. These are available at the BHEL office and can be obtained on any working day between 9:00 AM to 3.00 PM.

The following are some of the main clauses of GCC

1. Important Terms

- 1.1 BHEL shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110 049 or its authorized Officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 1.2 CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment's.
- 1.3 CONSULTANT' shall mean the individual, firm or Company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns
- 1.4 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions contract, of Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- 1.5 'TENDER DOCUMENTS' shall mean the General Conditions of Contract and Tender Specifications
- 1.6 Letter of Intent shall mean the intimation by a letter/telegram /fax to the tenderer that the tender has been accepted in accordance with provision contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.7 COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/plant which are found acceptable by the Engineer being or required standard and conforming to the specifications of the contract.
- 1.8 'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 1.9 APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
- 1.10 WORK 'or' CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.

Signature, seal & issuing authority

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TENDER NOTICE NO :- FCX / TE / 2 / 14 / R DT 22/12/2012

2 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

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

3 COMMENCEMENT, PROGRESS, MONITORING & COMPLETION OF WORK

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.

3.1 The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.

3.2 The contractor shall submit the required details as per the time schedule agreed

3.3 The contractor will have to bring a site order book having duplicate sheets. This will have to be presented to the Engineering Incharge during all the visits to take his instructions. One copy of this can be taken by the contractor for implementation.

3.4 The contractor may bring with him Laptop computers for working as well as preparation of minutes of meetings

3.5 All the works shall be carried out under the direction and to the satisfaction of BHEL.

4 MEASUREMENT OF WORK AND MODE OF PAYMENT

4.1 All payments due to the contractor shall be made by 'Account Payee' Cheque issued from BHEL Jhansi or through 'e' payment.

4.2 R.A. bills payment amount shall be decided by engineering in charge based on part of work completed.

4.3 Service Tax will be paid extra and contractor must submit proof of deposition of service tax through copy of challan. Only after reconciliation of all records of Service Tax payment by the contractor, shall the Final Security Deposit be refunded

4.4 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.

4.5 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

4.6 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.

4.7 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.

4.8 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per General condition of contract.

Signature, seal & issuing authority

Sign, seal & date of contractor



**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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NOTE: Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

5 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 5.1 To get the work done through another agency at the risk and cost of contractor, in the event of poor progress or the contractor's not starting the work, after once shifting it, poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of work persistent disregard of instructions of BHEL assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 5.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through another agency and/or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/BHEL's obligation to its customer.
- 5.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - 5.3.1 Contractor's continued poor progress
 - 5.3.2 Withdrawal from or abandonment of the work before completion of the work
 - 5.3.3 Corrupt act of the contractor.
 - 5.3.4 Insolvency of the contractor
 - 5.3.5 Persistence disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission
 - 5.3.6 Non-fulfillment of any contractual obligations or obligations under the law
- 5.4 To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 5.5 To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work.
- 5.6 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subjected to revision.
- 5.7 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- 5.8 While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment on this account.

Signature, seal & issuing authority

Sign, seal & date of contractor



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

Name of work: - Consultancy for water management in BHEL Jhansi
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5.9 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

6 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercises its authority to terminate the contract and withdraw a portion of work under clause 23, the work may be got completed, by any other means, at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses

6.1 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of material purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

7 FORCE MAJEURE

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

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

8 GUARANTEE

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to 12 month (One Year) from the date of the completion of work. During this period of the responsibility of contractor shall be to attend all meetings with BHEL, Jhansi and to attend & reply all the matters relating to the design / contract work as may be required. 50% of the security deposit calculated as per BHEL Policy shall be retained by BHEL during passing of final bill against the performance guarantee during the defect liability period.

9. ARBITRATION

In all cases of disputes emanating from and in reference to this Agreement and all questions, disputes or differences of any kind what-so-ever arising out of or relating to this agreement the dispute shall be referred for arbitration to sole arbitrator to be appointed by the Head of the unit-Jhansi. The arbitration shall be under THE ARBITRATION AND CONCILIATION ACT OF 1996 and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. No person other than the above or his nominee can act as arbitrator. The venue of arbitration shall be at Jhansi or the place decided by the sole arbitrator. The award of the arbitrator shall be final and binding on the parties to this agreement. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi -Uttar Pradesh Courts.

Signature, seal & issuing authority

Sign, seal & date of contractor



**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall binding the parties hereto finally and conclusively.

Indemnity clause

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

Legal compliance clause

10 The contractor shall ensure abidance by all the Labour laws especially including Contract Labour (R&A) Act1970, payment of wages Act,1936, workmen's compensation Act,1923, Minimum wages Act 1948, payment of Gratuity Act 1972, payment of Bonus act, 1965, ESI Act 1948 and EPF&MP Act, 1952, Income Tax Act, Service Tax Act and all other applicable acts/rules/Notifications shall be complied with by the contractor. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees including safety regulations issued time to time by the concerned authorities.

11 Time and Extension for Delay:

11.1 The time allowed for execution of the work or the extended time in accordance with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 8th day after the date on which the Engineer – in – charge issues written orders to commence the work or from the date of handing over of the

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**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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work assignment whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid company/ corporation shall with out prejudice to any other right or remedy be at liberty forfeit the earnest money absolutely.

- 11.2 As soon as possible after the contract is concluded, the Engineer – in – charge and the contractor shall agree upon a time and progress a chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer – in – charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special job) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed 3/8th before 3/4th of such time has elapsed.

11.3 If the works be delayed by

- 11.3.1 Force majeure, or
- 11.3.2 Abnormally bad weather, or
- 11.3.3 Serious loss or damage by fire, or
- 11.3.4 Civil commotion, local combination of workmen strike or lockout, affecting any of the traders employed on the work, or
- 11.3.5 Delay in the part of other contractors or trademen engaged by company/corporation in executing work not forming part of the contract, or
- 11.3.6 Non- availability of stores which are the responsibility of company/ corporation to supply, or
- 11.3.7 Non- availability or break down of tools and plant to be supplied by company/ corporation, or
- 11.3.8 Any other cause which, in the absolute discretion of BHEL Management, is beyond the contractor's control,

then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer – in – charge but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-in-charge to proceed with the works.

- 11.4 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 11.5 In any such case Unit head (BHEL, Jhansi) may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within three months of the date of receipt of such request by the Engineer-in-charge.

Compensation for Delay - Liquidated Damages (LD) Clause:

12 If the contractor fails to maintain the required progress of work as per conditions 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

Signature, seal & issuing authority

Sign, seal & date of contractor



**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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Name of work: - Consultancy for water management in BHEL Jhansi
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compensation amount calculated as stipulated below or such smaller amount as may be fixed by BHEL on the contract value of the work for every week that the progress remains below the required. This will also apply to items or groups of items for which separate period of completion has been specified.

S No	Category of work	LD rate
A	Completion period (as originally stipulated) Not exceeding 6 months	@ 1 percent per week
B	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years	@ 1/2 percent per week


- 13 Provided always that the total amount of completion 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.

S No	Category of work	Maximum LD
A	Completion period (as originally stipulated) Not exceeding 6 months	10 %
B	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years	7½ %

- 14 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.

Signature, seal & issuing authority

Sign, seal & date of contractor

	BHARAT HEAVY ELECTRICALS LIMITED , JHANSI FACTORY CIVIL DEPARTMENT
	Name of work: - Consultancy for water management in BHEL Jhansi TENDER NOTICE NO :- FCX / TE / 2 / 14 / R DT 22/12/2012

ANNEXURE -A

FINANCIAL VIABILITY

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years 2011-12 2010-11 2009-10	Rs. Rs. Rs.
3.	Value of fixed Assets of the Business in last three years 2011-12 2010-11 2009-10	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

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

ANNEXURE - `B`

ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

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

Signature, seal & issuing authority

Sign, seal & date of contractor



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

Name of work: - Consultancy for water management in BHEL Jhansi
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**ANNEXURE – C
DECLARATION SHEET**

I,on behalf of M/s.....
..... hereby certify that, all the information and data furnished by us with regard to this Tender No. **FCX/TE/2/14/ R** are true and complete. We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

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

Date

Name & signature of the bidder
(Seal)

ANNEXURE – D

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

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

1.	Name & Address of the Tenderer	
2.	E-mail ID	
3.	Phone No. (Office) & Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal No. & date	
6.	Whether EMD submitted (By cash/bank draft). Give detail.	
7.	Validity of offer/rates quoted for six months from the date of opening of tender	Yes/No
8.	Financial Status as per (in the format Annexure `A')	Yes/No
9.	Permanent account Number	
10.	Details of experience (in the format Annexure `B')	Yes/No
11.	Attested copy of power of attorney	Yes/No
12.	Details about type of the firm	
13.	Declaration sheet (in the format Annexure `C')	Yes/No
14.	Details of equipment Annexure-"E"	
15.	Service Tax Registration Number(PAN based)	
16.	Details of technical staff Annexure-"F"	
17.	Blank price-bid,	
18.	Self Declaration that contractor has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude (format on page No.21 in tender) Annexure "G"	
19.	Self certificate for not been blacklisted by any BHEL unit or any other organization where he has worked (format on page No.21 in tender) Annexure "G"	
20.	Self certificate that contractor will abide by all statutory and regulatory requirements while carrying out the work. (format on page No.21 in tender) Annexure "G"	

Signature, seal & issuing authority

Sign, seal & date of contractor



**BHARAT HEAVY ELECTRICALS LIMITED , JHANSI
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Name of work: - Consultancy for water management in BHEL Jhansi
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**ANNEXURE – “E”
Details of tool/Plants Machinery**

S.No.	Tool/Pant/Machinery	Nos Available
1.		
2.		
3.		
4.		
5.		

**ANNEXURE – “F”
Details of Technical Staff**

S.No	Designation	No. of Employee
1		
2		
3		
4		

**ANNEXURE – “ G “
Self Declaration**

I < Name >..... in my capacity as <proprietor, lead partner, director> of

M/S <Firm Name>.....Here by solemnly declare that M/S. <firm name>.....

1. Has never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude
2. Has never been black listed by any BHEL unit or any other organization.
3. Undertakes to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

Signature, seal & issuing authority

Sign, seal & date of contractor



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

Name of work: - Consultancy for water management in BHEL Jhansi
TENDER NOTICE NO :- FCX / TE / 2 / 14 / R DT 22/12/2012

BLANK PRICE BID

S No	Item Description	Scheduled completion (after issue of LOI)	Rate % of total quoted Amount	Amount quoted for all Items no. 1 to 10 (in Rs.)
1	Carrying out detailed survey and prepare water balance diagram for total consumption of water in factory and township area and submit report for necessary steps to reduce consumption of water.	30 days	10%	TotalRs. (in words)
2	Carrying out detailed survey and prepare report for drinking water system in factory and township area with layout drawing for betterment of system.	60 days	10%	
3	Carrying out detailed survey and prepare Report drainage system of factory and township area and submit detail report with layout diagram for the betterment of the system..	90 days	10%	
4	Carrying out detailed survey and prepare Report on Sewerage / waste water disposal system of factory and township including sewage treatment plant, complete in all respect.	120 days	10%	
5	Carrying out detailed survey and prepare Detail of sewerage treatment plant, of factory and township area including specification and all requirements to improve our existing system.	120 days	10%	
6	Provide assistance in preparing Project report on All legal Compliance Requirement as per UPPCB	120 days	10%	
7	Provide assistance in preparing All Document Regarding ISO18001 & OHSAS14001 for drinking & Sewer water.	120 days	10%	
8	Carry out testing of sludge from oxidation ponds and suggest remedial measures if traces of toxic chemicals are found.	120 days	10%	
9	Carrying out testing of drinking water in factory and township area at minimum four different places Every month as per IS Codes to fulfill all legal compliance and UPPCB.	Every month at 4 different places	10%	
10	Carrying out testing of sewerage water in factory and township area at inlet and outlet point of existing oxidation pond in every six months as per norms to fulfill all legal compliance and UPPCB.	Every 6 months total 3 times during period of contract.	10%	
SERVICE TAX EXTRA AS APPLICABLE				

Note: - Rates should not be quoted in this Blank Price Bid

Signature, seal & issuing authority

Sign, seal & date of contractor



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

Name of work: - Consultancy for water management in BHEL Jhansi
TENDER NOTICE NO :- FCX / TE / 2 / 14 / R DT 22/12/2012

PRICE BID

S No	Item Description	Scheduled completion (after issue of LOI)	Rate % of total quoted Amount	Amount quoted for all Items no. 1 to 10 (in Rs.)
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3	Carrying out detailed survey and prepare Report drainage system of factory and township area and submit detail report with layout diagram for the betterment of the system..	90 days	10%	
4	Carrying out detailed survey and prepare Report on Sewerage / waste water disposal system of factory and township including sewage treatment plant, complete in all respect.	120 days	10%	
5	Carrying out detailed survey and prepare Detail of sewerage treatment plant, of factory and township area including specification and all requirements to improve our existing system.	120 days	10%	
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9	Carrying out testing of drinking water in factory and township area at minimum four different places Every month as per IS Codes to fulfill all legal compliance and UPPCB.	Every month at 4 different places	10%	
10	Carrying out testing of sewerage water in factory and township area at inlet and outlet point of existing oxidation pond in every six months as per norms to fulfill all legal compliance and UPPCB.	Every 6 months total 3 times during period of contract.	10%	
	SERVICE TAX EXTRA AS APPLICABLE			

Note: - Total Amount must be offered for s.no. 1 to 10 item.

Rate for item given above may be paid as per rate on basis of % given above.

Signature, seal & issuing authority

Sign, seal & date of contractor