

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

DEPARTMENT : FACTORY SERVICES
SECTION : CIVIL
REF.TENDER ENQUIRY NO.BHE/315/08/2478/25

DATED: 01/01/2009

PART-I

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

01. NAME OF THE WORK : MAINTENANCE OF HORTICULTURE GARDEN,
SEWER LINES & PATHWAYS INSIDE THE
FACTORY PREMISES.
02. APPROXIMATE ESTT.COST RS. : Rs. 23.00 lakhs
03. STIPULATION PERIOD : 12 Months
04. NAME OF THE CONTRACTOR :
05. ADDRESS :
(A) OFFICE :
.....
- TEL.PH NO :
- (B) RESIDENCE :
.....
- TEL.PH NO :
06. QUALIFICATION :
07. STAFF STRENGTH :
(A) TECHNICAL :
(B) GENERAL :
08. PLANT/EQUIPMENTS :
09. WHETHER COST OF TENDER DOCUMENT PAID. IN CASE OF
DOWNLOAD OF TENDER DOCUMENT FROM WEBSITE, THE SAME SHOULD
BE ENCLOSED IN THE FORM OF **DD**
FOR Rs.200/- IN FAVOUR OF BHEL
EDN, BANGALORE. :

CONTRACTOR

EMPLOYER

10. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD
(as per schedule of items)
b) ACCEPT TO EXECUTE IN TOTAL : YES/ NO
11. FINANCIAL TURN OVER DURING :
LAST 3 YEARS (enclose documents)
12. EXPERIENCE CERTIFICATE SUCCESSFULLY
COMPLETED SIMILAR WORKS DURING LAST
7 YEARS (copy of completion certificate to be enclosed):
(A) Three similar completed works (each not less
than 40% of the Estimated cost) :
OR
(B) Two similar completed works (each not less
than 50% of the Estimated cost) :
OR
(C) One similar completed works (each not less
than Equal to 80% of Estimated cost) :
13. EMD PARTICULARS :
(A) CASH :
(B) DEMAND DRAFT :
14. ACCEPTANCE :
(A) DRAWINGS :
(B) DESIGNS :
15. a). WHETHER REGISTERED WITH GOVT. AGENCIES
SUCH AS CPWD/STATE PWD/MES/RAILWAY/ :
OTHER PUBLIC SECTOR UNDERTAKING ETC.,
b) VALIDITY OF REGISTRATION :
16. BHEL'S PAYMENT TERMS : WHETHER ACCEPTABLE / NOT
17. a). Whether registered with ESI/PF authority : YES/ NO
and have Register No. (if yes indicate nos.)
b). Whether agreeable to make necessary : **YES/NO**
statutory payments as per BHEL EDN terms

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE - 560 026.

FS CIVIL ENGG. DEPT

NOTICE INVITING TENDERS

1. TENDER NUMBER : BHE/315/08/2478/25, DATED : 01/01/2009
2. NAME OF WORK : MAINTENANCE OF HORTICULTURE
GARDEN SEWER LINES & PATHWAYS
INSIDE THE FACTORY PREMISES
3. COMPLETION TIME : 12 MONTHS
4. ESTIMATED COST : APPROX. Rs. 23.00 lakhs
5. EARNEST MONEY DEPOSIT : Rs. 60,000/-
6. LAST DATE AND TIME FOR
THE SUBMISSION OF DULY
FILLED INTENDER DOCUMENT : BEFORE 3.00 PM ON 23/01/2009
7. PLACE OF SUBMISSION OF
TENDER DOCUMENT : AT THE RECEPTION
TENDER BOX / FACTORY SERVICE
BHEL / ELECTRONICS DIVISION
MYSORE ROAD,
BANGALORE - 560 026.
8. DATE AND TIME FOR
TENDER OPENING : AT 3.15 P.M ON 23/01/2009.

NOTE: The Tenderer shall return the duly filled in Tender document after affixing signature on all pages.

ISSUED TO CONTRACTOR:

CONTRACTOR

EMPLOYER

Bharat Heavy Electricals Limited
(ELECTRONICS DIVISION)
MYSORE ROAD, BANGALORE - 560 026.

INSTRUCTION TO TENDERER

1. Sealed Tender for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the SDGM/FS Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026 in two separate sealed cover for “Technical cum Commercial Bid” and Price Bid duly superscripted and put in a outer envelop, superscribing the Name of Work and Name and Address of the Tenderer.
 - 2.1 The local address of the Contractors, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number (both office and residence) and telex numbers.
3. All entries in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.

5. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable an account of Octroi, Sales Tax, tax on work contract etc., etc., and also expenses towards PF and ESI contributions . Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer.
7. In quoting rates, the tenderer are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as “Octroi, sales tax, excise duty etc., arising from Act passed by Parliament or State Legislature and rules framed there – under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.

- 9 (a) The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender.
- (b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of contract in case his tender is accepted.
- 10 Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the contract does not vary by more than 20% (Twenty percent)
- 11 Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

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INSTRUCTIONS TO TENDERERS
PART I - GENERAL INSTRUCTIONS

1. The scope of work and details are enclosed.
2. The Contractor has to indicate his rates both in words & figures, the lowest of the two will be reckoned & binding in schedule.
3. The tenderer shall deposit a sum of Rs.60,000 Earnest Money Deposit along with the tender document. When the work is awarded to the lowest tenderer this will be adjusted against the security deposit payable by the contractor. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Bharat Heavy Electrical Ltd., Electronics Division, Mysore Road Bangalore-560026
- 4.A) The earnest money deposited at the time of tendering will be treated as part of security deposit and the balance amount to make up the full security deposit shall be remitted in cash. Alternatively, the security deposit may be furnished in any one of the following forms.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Fixed Deposit receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the bank.

- v) The contractor should deposit 50% of the security deposit before start of the work and the balance 50% may be recovered from the running bills.
 - vi) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
 - vii) The security deposit shall not carry any interest.
- B) The security deposit will be forfeited and credited to BHEL, in the event of breach of any of the terms and conditions of this contract by the contractor.
5. The security deposit will be refunded by BHEL after the fulfillment of the contract, on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to BHEL from the contractor or under any other contractor with this division or any other sister division of BHEL.
6. The management of BHEL shall have the right to withhold payment of, or Make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.
7. The contractor shall not transfer or submit the work to any one without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.

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

8. The rates quoted are firm for the entire period of contract, and are inclusive of all taxes, duties, statutory levies whether Central or State and are not subject to any revision. No increase in rates or extra payment will be allowed on any account. Increase in costs due to levy of new statutory levies under the Central or State Act or enhancement of such existing levies, wages, Ex-gratia, PF etc., due to on statutory ground time to time subsequent to tendering, shall also be met by BHEL.

9. Whenever under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum the due or from any sum which at any time there after becomes due to the contractor under his contract or under any other contractor or from his security deposit, in respect of this work or in respect of any other work.
10. If the management of BHEL engages workers complete any part or whole of the work as per this contract for any period due to failure of the contract or to engage adequate number of workers. He has to reimburse to the management of BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate of as per MINIMUM WAGE ACT for purpose of recovery from the contractor.
11. All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.
12. Without prejudice to any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards enlistment of the work for the balance contract period after the death of the contractor.
13. If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No objection will be entertained after the contractor/his supervisor has signed in the register.

14. The contractor shall pay wages to his workmen at the rates as applicable to the Engg. Industry under the minimum wages Act for unskilled and for semiskilled / equivalent categories. The contractor shall disburse the wages in the presence of the company's representatives and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday payment shall be made on previous day.
15. The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.
16. The contractor shall apply & obtain license under the contract labour (R & A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the principal Employer.
17. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, Workmen's Compensation Act 1923 and other statutory law relating there to and made there under from time to time.
18. The contractor shall comply with the provisions of the workmen's compensation Act 1923, the payment of the wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of children Act 1938, Employers liability Act 1938, Industrial Disputes Act 1947, & other Acts Central or States, that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.

19. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees state insurance Act 1948 & show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees & obtain individual insurance and PF number & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract labourers engaged by him.
20. As regards to Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL.
21. As regards to the Employees provident fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees contribution under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner through H.R. DEPARTMENT. EDN BHEL and produce the photostat copy of the challan receipt of monthly remittance of the contractor will be released only on production a 'NO DUE CERTIFICATE' from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as principal Employer.
22. The BHEL General Conditions of contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL EDN and acquaint himself with provisions there of to the satisfaction.

23. This arrangement is purely on temporary license basis & it is subject to the extension / renewal slowly at the option & discretion of the management of BHEL
24. The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non compliance with any of the terms & conditions of the contract by the contractor , the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances , the security deposit paid by the contractor shall stand forfeited.
25. Tenderers shall submit an up-to-date solvency certificates, from their bankers (scheduled Bank) & up-to-date Income Tax Clearance Certificate & work experience certificate.
26. The contractor shall follow such Act, rules & regulations of the state/central Govt that are in force & that may be framed from time to time. BHEL Shall not be responsible for any infringement of the various statues in force by the contractor.
27. The contractor shall take , at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.
28. Any additional items of work not covered by the contractor or change in the frequency of cleaning work in excess of 110% of the agreed area or frequency has to be carried out by the contractor at a rate agreed by mutual discussion between the contractor and the Engineer-in-charge.

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29. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken out within 15 days of the award of work and has to be provided at the time of signing the agreement. Half percent (0.5%) of the amount shall be deducted from every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the contractor shall be fully responsible for the consequences arising out of such default.
30. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.
31. The challans and other documents with regard to ESI/PF should be submitted along with your monthly bill.
32. Final payment due to the contractor will be released only on production of “No due certificate” from the regional Provident Fund Commissioner and ESI Authorities. The contractor also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as principal Employer.
33. Clearance for statutory requirements like ESI and PF contributions and other relevant documents pertaining to this contract should to be obtained from Welfare (HR) department every month for release of payment.

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BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD, BANGALORE-560 026

GENERAL CONDITIONS OF CONTRACTORS

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

CONTRACTOR

EMPLOYER

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT
LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him, A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

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

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

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only.

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

The Engineer-in -charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non observance of the said contractor's Labour Regulations.

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

In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractors Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs.50/- as liquidated damages for every default breach or furnishing, making, submitting, filling

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materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50/-per day for each day of default subject to maximum percent of the estimated cost of works put to tender . The contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expense incurred by BHEL in this regard.

The Engineer –in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

SAFETY CODE

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

- 1 .Before commencing the work, contractor submit a “SAFETY PLAN” to the authorised BHEL Official. The ‘SAFETY PLAN’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials: -
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978.
 - (iv) Eye and Face protection devices conforming to IS – 8520 : 1977 and IS-8940: 1978.

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(v) Hand and body protection devices conforming to:

IS-2573: 1975

IS-6994: 1973

IS-8807: 1978

IS-8519: 1977

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

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

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

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

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

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

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

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

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

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

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

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

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

SCOPE OF NORMAL HORTICULTURE AND ASSOCIATED WORKS

1. Sweeping of all roads, foot paths, passages, lawn area, garden, cycle and scooter shed to be done daily.
2. Cleaning of storm water drain, corporation drain, platform, roof terraces periodically.
3. Collection and disposal of floor sweep/dry leaves from dust bin and segregating the carton boxes, plastic, thermocol used stationeries, floor sweep etc. to be dumped in respective places/pits as directed by Engineer-in-charge.
4. As and when sanitary effluent lines and man holes get blocked, it should be immediately cleaned if necessary co-ordination with BWSSB officials and dispose of the debris.
5. Removal of scrap such as M.S. scrap, aluminium, copper, plastic materials, bottles, drums, packing wood etc.of all kinds generated day to day from Shop areas handing over to the Scrap yard authorities with relevant paper as directed by the Engineer-in-charge.
6. Watering and maintaining existing and new gardens, lawn, trees, plants, shrubs, flower pots etc.in Factory premises. Daily irrigating the planted area with hose pipe and lawn mowing at regular intervals and trimming of plants as and when required. Manuring the plants with nitrogenous and complex fertilizers at regular intervals including supply of materials. Weeding entire landscape of Factory area as directed by the Engineer-in-charge.
7. Removing and cleaning of debris such as fallen leaves, dead/broken branches and dispose off.
8. Replacement of dead/damaged plants as and when required new plants would be supplied by BHEL.

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9. The contractor shall be fully responsible for keeping the Factory neat and clean with greenery.
10. The contractor has to maintain day to day records/log books as per various regulations as directed by the Engineer-in-charge.
11. The contractor shall carry out all associated works assigned by the Engineer-in-charge from time to time.
12. The contractor has to issue ESI card to all the contract labourers engaged by them for this work immediately on getting work order.

SCOPE OF WORK & INSTRUCTIONS

A. HORTICULTURAL WORK :

Maintenance of existing lawn, flower beds, plants, trees and bushes etc. including growing and maintenance of seasonal flowers and plants in a healthy state, which including watering, applying manure, fertilizers, chemicals and pesticides etc. required for both indoor and outdoor plants. Cost includes watering replacing exposed to sun, trimming, pruning, propagation of plants etc., complete as directed by the Engineer-in-charge time to time inside the Factory premises.

Cutting and removal of grass, weeds, plants, vegetation, bushes and unwanted debris etc. stocked at waste storage bin inside the Factory premises as directed by the engineer-in-charge.

Disposal of dry leaves debris/sludge etc. by mechanical transport outside the factory premises to maximum distance of 10 KM.

B. ROADS, CHAMBERS AND SERVICE LINES :

Maintenance of road surfaces, chambers and its connected Septic tank and effluent lines existing inside the Factory premises including collection & disposal of accumulated wastes, debris such as M.S. Scrap aluminium copper, packing of wood waste, papers and materials of all kinds generated day to day from shop area handing over to scrap yard with relevant papers as directed by the Engineer-in-charge.

3. Failure to employ adequate no. of persons resulting in the suffering of work will be considered as breach of the terms and conditions under thus agreement & will entail termination of the contract forthwith and rearrangement of the work through other agencies, at the risk and cost of contractor.
4. The contractor should carry out the work as per the directions and instructions given by the management of BHEL from time to time in writing and failure to do so shall amount to termination forthwith.

5. Frequency of cleaning and rubbish removal will be as mentioned in schedule. All sweeping including rubbish and waste paper etc. shall be collected and disposed off as directed or thrown into dust bins provided for the purpose. Under no circumstances the sweeping shall be thrown around the building or building premises.
6. The persons employed including temporary hands, shall be free from all types of diseases.
7. The contractor shall use consumable materials supplied by BHEL for cleaning purpose.
8. Maintenance including gardens, lawns, trees, plants, bushes, roads, Chambers, sewer lines, effluent lines etc.
9. The contractor shall use quantity of materials required for the work time to time as directed by the Engineer-in-charge.
10. Water supply points located at various points. Contractor has to make his arrangement to spray water through hose pipe of sprinkler for the existing gardens, lawns, trees, plants and bushes etc. as directed by the Engineer-in-charge.
11. Contractor has to dispose waste vegetation, debris and rubbish from time to time engaging own transport media as directed by the Engineer-in-charge.
12. Red Earth, sheep manure, cow dung manure, organic manure and disposal of debris, waste vegetation each load should be of minimum 5 cubic meter.
13. Tools & Plants required for the above work such as Spade, Crowbar, Mortar pan, sickle, Axe, Pick axe and Hose pipe will be supplied by BHEL.
14. The contractor is required to note that the Minimum wages of labourers will be given as per Minimum wages Act of Karnataka State Government. The cost of living charges towards labourers engaged by contractor will be borne by BHEL as and when increase in cost of index.

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15. Contractor is also required to pay Minimum Ex-gratia @ 8.33% to the labourers engaged for this work as per rules.
16. The contractor is also required to make monthly payment to the labourers engaged by them on or before 7th of every month without linking the receipt of payment from BHEL. If 7th falls on Sunday/holiday, then payment has to be made on previous day.
17. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.
18. The contractor has to provide entry passes with photo for all the contract labourers/supervisory staff working in the factory. The same will be sealed and issued by the security dept.of BHEL.

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

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

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

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

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

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

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

Part - II

PRICE BID

To be submitted in a separate sealed cover

NAME OF WORK : MAINTENANCE OF HORTICULTURE
GARDEN,SEWERLINES & PATHWAYS
INSIDE THE FACTORY PREMISES.

TOTAL: 11 PAGES

SCHEDULE

SL. NO.	Description of work	Qty/ Unit	Rate per day Rs. Ps.	Amount Rs.
	<p style="text-align: center;"><u>HORTICULTURAL WORK</u></p> <p>a) Maintenance of existing lawn, flowerbeds, plants, trees and bushes etc, including growing and maintenance of seasonal flowers including watering indoor and out door plants complete as directed by the engineer-in-charge time to time inside the factory premises.</p> <p>b) Cutting and removal of grass, weeds, plants, vegetation, bushes and unwanted debris etc., stocked at waste storage bin inside the factory premises as directed by Engineer-incharge.</p> <p><u>ROADS, CHAMBERS & SEWER LINES:-</u></p> <p>c) Maintenance of road surface, chambers and its connected septic tank and effluent lines of all kinds existing inside the factory premises including collection & disposal of accumulated wastes, debris such as MS scrap, Aluminum, Copper, packing of wood, waste paper and materials of all kinds generated day to day from shop area handing over to scrap yard authorities with relevant papers as directed by the engineer-incharge.</p>		..... .....NOT TO BE QUOTED ..... .....	..... .....NOT TO BE QUOTED

Name of work : Maintenance of Horticulture Garden, Sewer lines & pathways inside the factory premises.

CONTRACTOR

EMPLOYER

Name of work:-Maintenance of Horticulture Garden, Sewer lines and Pathways inside the factory premises.

SL. NO	Description of work	Quantity	Unit	Rate Rs.	Amount Rs.
	<u>PART-A</u>				
	<u>LABOUR WAGES</u> <u>FIXED CHARGES</u>				
1.	Semi Skilled- 5 Persons	328	Day	.....NOT TO BE QUOTED.....	.....NOT TO BE QUOTED.....
2.	Unskilled –25 persons	328	Day		
	<u>STATUTORY COST</u> <u>FIXED CHARGES</u>				
	E.S.I @4.75% P.F @ 12% P.F Admn. Charges @ 1.61% Ex – Gratia @ 8.33%				

DAILY WAGES AS ON FEBRUARY 2007

- 1) Semi skilled - Rs.121.20 per day (per labour)
- 2) Unskilled - Rs.119.20 per day (per labour)

Note: 1. The number of workers indicated is as same as the number available in the Existing contract.

PART-B

Name of work:- Maintenance of Horticulture Garden, Sewer lines and pathways inside the factory premises.

SL. NO	Description of work	Quantity	Unit	Rate Rs.	Amout Rs.
1.	SUPPLY OF UNIFORM & STITCHING CHARGES <u>FIXED CHARGES</u> Supply, Stitching and Issue of 2 Sets of Uniform (Terricoat) of Approved Quality & colour for Gents(2 pants + 2 shirts for each worker). 28 persons @ Rs.1135.79 per person including stitching charges	28.00	Nos	..... NOT TO BE QUOTED.....	..... NOT TO BE QUOTED
2.	Supply, Stitching and issue of 2 Sarees & 2 Blouses, 2 petticoats of approved quality and colour for ladies (2 Sarees + 2 blouse + 2 petticoat for each worker).For 4 persons @ Rs.1155.50 per person including stitching charges of blouse & petticoat).	4.00	Nos	..... NOT TO BE QUOTED.....	..... NOT TO BE QUOTED

NOTE:

- 1) Uniform colour, specification, brand should be approved by the Engineer-in-charge

CONTRACTOR

EMPLOYER

NAME OF WORK : MAINTENANCE OF HORTICULTURE
GARDEN, SEWER LINES & PATHWAYS
INSIDE THE FACTORY PREMISES.

SL NO	Description of Work	Qty	Unit	Rate/ Unit Rs.	Amount Rs.
	<u>PART-C</u> <u>SUPPLY OF SAFETY MATERIALS</u> <u>FIXED CHARGES</u>			.....	.....
1.	Polyester overcoat eurl steel grey length 45”, shoulder 22” sleeve 22”	32.00	Nos.	.....	.....
2.	Gum boots full acid/alkali proof non glased with living	32.00	pair	.....	.....
3.	PVC Hand gloves acid/alkali proof HeavyDuty cotton living inside 16”	64.00	Pair	.....	.....
4.	Cotton Hand gloves Khaki dull 16” Dazzle Stitch universal	384.00	Pair	.....	.....
5.	Safety Spectacle Zero power toughened glass, movable side shield.	32.00	Nos.	.....	.....
6.	Safety chappal for Female	4.00	Pair	.....	.....
7.	Respiratory Mask	32.00	Nos.	.....	.....
8.	Lifebouy Soap (Every Month)	384.00	Nos	.....	.....
9.	Safety shoes for Contract workers & Socks 2 pairs for contract workers (28x2 pair/year)	28.00	Pair	.....	.....

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

CONTRACTOR

EMPLOYER

Name of work:-Maintenance of Horticulture Garden, Sewer Lines and Pathways
Inside the factory premises.

PRICE SCHEDULE-1

Contractor should quote in percentage

Sl. No.	Description of work	Unit	Rate
1	Contractors service profit charges to carry out the work as per scope of work given in the tender(to be quoted in percentage for the total of part A,B&C)	%(Percentage) %

NOTE : Service tax @ 12.36% extra will be payable on Total value.

CONTRACTOR

EMPLOYER

**NAME OF WORK: MAINTENANCE OF HORTICULTURE GARDEN,
SEWER LINES & PATHWAYS INSIDE THE
FACTORY PREMISES.**

PRICE SCHEDULE-II

PART - D - FOR SUPPLY OF MATERIALS, TOOLS & TACKLES

Sl. No	Description of work	Quantity	Unit	Rate/Unit Rs. in Figs. & words	Amount Rs. Ps.
1.	Red Earth	10.00	TractorLoad		
2.	Cow Dung Manure	8.00	TractorLoad		
3.	Urea	200.00	Kgs		
4.	Suphala	200.00	Kgs		
5.	Metacid	5.00	Litres		
6.	Novacron	5.00	Litres		
7.	Rosemix	15.00	Kgs		

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8.	Ekalac	5.00	Litres		
9.	Neem Cake	50.00	Kgs		
10.	Disposal of Dry Leaves	200.00	Tractor Load		
11.	Pick Axe with Handle	12.00	Each		
12.	Mumty with Handle	12.00	Nos.		
13.	Sickle	24.00	Nos		
14.	Braided Hose Pipe(PVC)50 mtrs Length	15.00	50 Mtrs. Bundle		

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15.	Axe with Handle	2.00	Nos		
16.	14" earthen pots	500.00	Nos		
17.	12" earthen pots	500.00	Nos		
18.	9" earthen pots	1000.00	Nos		
19.	6" earthen pots	500.00	Nos.		
20.	24" concrete pots	100.00	Nos.		

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21.	18" concrete pots	100.00	Nos		
22.	10" Brown colour plastic pots.	100.00	Nos		
23.	12" Brown colour plastic pots.	100.00	Nos		
24.	18" Brown colour plastic pots.	100.00	Nos		

CONTRACTOR

EMPLOYER

25.	10" Brown colour plastic pots tray.	100.00	Nos		
26.	12" Brown colour plastic pots tray.	100.00	Nos		
27.	18" Brown colour plastic pots tray.	100.00	Nos		
Total amount for item No.1 to item No.27					Rs.

Rupees in Words.....
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CONTRACTOR

EMPLOYER

CONTRACTOR

EMPLOYER