

BHEL - JHANSI

TENDER NO. FCX/TE/06/04/R

TENDER DOCUMENT

DATE: 09/06/2016

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi 284120

Department : Factory Civil

TENDER DOCUMENT
FOR

**(Civil work for Coal Fired Boiler (12
MTPH) inside factory area.)**

Tender Enquiry No.
FCX/ TE / 06 / 04/R

DETAILS OF TENDER DOCUMENT

TENDER NO.	F	C	X	T	E	06	04						R		
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BHEL JHANSI is in the process of finalizing the Contract for Civil work for Coal Fired Boiler (12 MTPH) inside factory area..

The tender document has been detailed as follows:

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Tenderers (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) Contractor's obligations (Annexure F)
- g) General Terms and Conditions (Annexure G)
- h) Material Issue to contractor (Annexure H)
- i) Tool and Plant issue to contractor (Annexure I)
- j) Technical Bid Application (Annexure J)
- k) Price Bid (Annexure K)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for **Tender No. FCX/TE/06/04/R DATE: 09/06/2016**" should reach us in a sealed cover on or before **05/07/2016(13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284120

Note: Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

NOTE :TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

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NOTICE INVITING TENDER

1. SCOPE OF WORK: Civil work for Coal Fired Boiler (12 MTPH) inside factory area..

2. Duration of the Contract : **One Year From award of work**
3. Other specific requirements: As per Tender
4. Last date of issuing of the tender : **04/07/2016**
5. Last date of receipt of the Tender : **up to 13:15 hours on 05/07/2016**
6. Date of opening of Tender : **14.00 hours on 05/07/2016**
7. Address for receipt/issue of Tender : **MGR – FACTORY CIVIL
Bharat Heavy Electricals Limited Jhansi**
8. Earnest Money Deposit : **Rs. 1,00,000/-**

Payable in the form of Demand
Draft /Banker's Cheque in favour of
BHEL, Jhansi and copy of receipt
may be enclosed along with tender form
or

One time EMD of Rs. 2 Lakhs can also be deposited
in above form and copy of receipt may be enclosed
along with tender form.

1. In case of successful tenderer EMD will be converted
and adjusted against the security deposit.

2. In case of others the EMD shall be returned within 15 days of acceptance of
award of work by the successful tenderer).

9. Cost of Tender Document : **400 + 15% VAT= Total Rs. 460/-
(Rs. Four hundred Sixty only)**

(payable through a Separate Demand Draft in favour of
"BHEL, Jhansi" along with technical bid, in case the
Documents downloaded from website)

10. Security Deposit : Security deposit shall be as per our work policy para ,8
refer website www.bhel.com) and shall be deposited
before start of work. The EMD shall be adjusted with the
actual amount of security deposit shall be given in work order
11. Total approximate cost of work **Rs. 47.48 Lakhs**

NOTE : 1. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE
QUOTING THEIR RATES.

2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE "www.bhel.com"&"www.bheljhs.co.in

WORK SPECIFICATION

1. The work involves carrying Civil work for various foundations of Boiler Components like Boiler , Chimney, PA fan, ID fan, FD Fan, ESP, Deaerator, Coal Crusher, Coal Vibrator, Coal Conveyor belt etc as well as structures like Boiler house, Coal shed, Boiler Operator Room. In addition to this the work involves laying of Concrete Roads around the Boiler area for connectivity, wire fencing of the entire Boiler and ash yard compound and any other allied Civil work required for the successful installation and commissioning of the Boiler.
2. The detailed drawings for the work will be provided by BHEL. Contractor will have to ensure that work is carried out as per drawings. If any clarification on any drawing is required, it shall be responsibility of the contractor to obtain the same before carrying out the work.
3. The works have to be carried out as per CPWD Specifications for various works. Wherever CPWD specifications are not available, the Engineer-in-charge shall provide specifications for the work which will be binding for the contractor.
4. Cement for the work shall be issued from BHEL. Recovery at the rate of Rs 200 per bag of 50 kg of cement will be made from the RA bills against the no of bags issued for the work.
5. Structural steel will be issued free of cost by BHEL. However, electricity charges @ Rs 66 per MT will be deducted from the bill value against the quantity of fabrication work (Item SI No. 39 Extra ITEM NO.-1 of BOQ).
6. Reinforcement steel shall be provided free of cost by BHEL. Binding wire and all tools and tackles will have to be arranged by contractor. If any rust is observed on the reinforcement steel, the contractor shall be responsible for applying anti-rust treatment on the reinforcement before concrete pouring.
7. Quality testing for various items of work will be carried out throughout the work progress. For this the contractor shall have adequate arrangement of testing equipment's, cube blocks, etc. In addition, BHEL may decide to carry out random testing through outside agencies like Govt Engg College, independent Testing labs etc for which the contractor shall bear the necessary costs.

QUALIFYING REQUIREMENTS

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Service Tax number (PAN based)
4. Self certificate that he is not blacklisted/banned/delisted on the date of tender.
5. Should have UPVAT/TIN and/or CST No. (which ever is applicable), if material is Supplied consumed Certificate Issued by Sales Tax Dept to be enclosed.
6. Self Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
7. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
8. Documentary proof in support of above eligibility criteria alongwith EMD shall be submitted alongwith Techno Commercial Bid at Annexure I
9. **i) Average Annual financial** turnover during the last 3 years, ending 31st March 2016 should be at least **Rs. 14.24 Lakhs**. (Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document). Provisional turnover for the year 2015-16 shall also be acceptable.
 - ii) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
 - iii) **Experience** of having successfully completed similar works during last 7 years ending on **31 May 2016** should be either of the following:-
 - a. **Three similar completed works each costing not less than the amount equal to Rs. 18.99 Lakhs.**
Or
 - b. **Two similar completed works each costing not less than the amount equal to Rs. 23.74 Lakhs.**
Or
 - c. **One similar completed work, costing not less than the amount equal to Rs. 37.98 Lakhs.**

Documentary proof (Execution Certificate) for the experience to be submitted alongwith Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

Note: Similar work means all type of civil construction work. Also the contractor must have successfully executed at least one contract where minimum RCC concrete quantity is 188 cum and at least one contract where quantity of fabrication work is minimum 12.25 MT.

Technical Proficiency

- (1) The bidder must submit the list of tools, plants and machinery available with them
- (2) The bidder must submit the list of technical and skilled manpower available with them

REVERSE AUCTION

BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below

- (1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (2) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- (3) BHEL will inform the Contractors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- (4) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- (5) Contractors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the contractors will not be eligible to participate in the event.
- (6) BHEL will provide the calculation sheet which will help the Contractors to arrive at "Total Cost to BHEL" by including items like Taxes and Duties and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Contractors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (7) Reverse auction will be conducted on a scheduled date & time.
- (8) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- (9) The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- (10) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of contractors to conduct business with BHEL as per prevailing procedure.
- (11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

NOTES:

- I) No conditional tender will be accepted.
- II) Valuation will be on total of all schedules. And L1 (lowest bidder) will be decided on overall basis only
- III) BHEL reserves the right to delete any items of works or reject incomplete offers.

INSTRUCTIONS TO TENDERERS

- Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).
- 1- The tender is to be processed in two parts viz. 1) Techno Commercial bid 2) and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "Tender for **FCX/TE/06/04/R TECHNOCOMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "**(Civil work for Coal Fired Boiler (12 MTPH) inside factory area.) PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
- 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR TENDER NO **FCX/TE/06/04/R DUE DATE OF OPENING 05/07/2016**". The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
- 3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's/clients place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
- 5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes royalty & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
- 6. In case of where the bidder has submitted 'NIL' Charges/Amount over and above the minimum wages as per standard tender document, the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM No.29(1)2014-PPD dated 28th January 2014.
- 7. The rate quoted will be valid for the period of contract.
- 8. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.
- 9. Successful bidder will have to submit registration with Zila Panchyat as a civil contractor before start of work.

10. BHEL may carry out Reverse Auction through authorized Service Provider for determination of Lowest bidder.
11. Initial Bid during During Reverse Auction must be same as the sealed price bid submitted along with tender documents.
12. All material sand, Bricks, aggregate etc shall be used in contract, royalty for the same paid in advanced document proof must be required other wise document cost of royalty shall be deduct in bills.

Annexure 'E'

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate / price bid.
3. The contractor shall be awarded the work on over all L-1 basis (i.e lowest Grand Total of Price bid at Annexure K) only.

Annexure 'F'

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department**.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission.**
- g) **Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.**
- h) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- i) The contractor has to provide to his workers uniform (lower dark blue & upper light blue,) shoes, helmet & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.
- j) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- k) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required.**
- l) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to **his employees all tools, tackles, material, equipments as specified in contract** and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required.

- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor to obtain license under the provisions of CL(R&A) Act.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. **Rates to be as per price bid**

Annexure 'G'

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT.

1 **LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.0 Contractor should possess Labour licence in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.

- 1.3.B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 In case more than one contractor quote the L1 (Lowest and technically accepted) rates, the work may be awarded through draw of lottery.
- 1.8 Stamp Duty:** Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act
- 2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :
- 2.1 The contractor shall submit the following to HR, contracting department and CISF
- (a) The details of the worker proposed to be deployed in Annexure-I.
- (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in para 2.3, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES**
- 3.1 **The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 123.08 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.**
- 3.2 The contractor shall submit bills to the contracting department on 8th of each month.
- 3.3 The contractor's bills should be accompanied with the following.

- a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
 - b) Copy of Measurement Book entries/Statement of work done by the Contractor
 - c) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
 - d) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan along with ECR/Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
 - e) Wage payment sheet for the bill periods per annexure IV.
 - f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - g) Copy of Form 12A-regarding PF remittance
 - h) List of CL covered under accident insurance policy
 - i) Statement of material supplied by the contractor if any
 - j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
 - k) Copy of Challan of previous service tax paid
 - l) Proof of Personal Accident Insurance Policy along with bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & as in para 3.3 above forward them to Finance through HR department latest by on or before 9th Day of the following month.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc. will forward the bill along with requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 3.8 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL. The payment to contract labour should preferably be done through Bank account.
- 3.9 The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

- 3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

- 4.0 **Provident Fund**
- 4.1 **The contractor should get independent EPF code before deployment of his contract worker against work contract.**
- 4-2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- 4-3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4-4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

4.6 PF CONTRIBUTION:

Employee's Contribution (Coverage Rs.15000/- on Employee's/ Employers Contribution).	Employer's Contribution PF Contribution 3.67% Insp/Admn Charges 0.85% or Rs.500/- Whichever is more Admn/Insp Charges 0.01% or Rs.200/- Whichever is more Pension Fund 8.33% EDLI Charges <u>0.5%</u> Total <u>13.36%</u>
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4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

5. Employees State Insurance

- a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- b) At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- c) The contractor shall facilitate collection of issued ESI cards by his worker.

5.1 ESI CONTRIBUTION:-

Employee's Contribution 1.75% of gross wages	Employer Contribution 4.75% of gross wages
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I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

5.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

5.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

(a) Form XII - Register of contractors (Rule 74)

(b) Form XIII - Register of Workmen employed by contractor (Rule 75)

(c) Form XIV - Employment Card issued by contractor (Rule 76)

(d) Form XVI - Muster Roll 78(1) (a) (i)

(e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))

(f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)

(g) Form XIX - Wage Slip (Rule 78)(1) (b)

(h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))

(i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)

(j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)

(k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)

(l) Form XXIV - Return to be sent by the contractor to licensing

Officer (Rule 82)

5.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

7.0 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is

involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR:-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /a vailment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

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

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

10.0 OTHER GENERAL TERMS AND CONDITIONS:-**10.1 Legal compliance**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

10.2 The work shall be supervised by the contractor or through the authorized Representatives on day to day basis.

- 10.3 The Contractor shall compensate BHEL for any loss or damage to the pant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - b. Certificate of compliance of labour laws from HR department.
 - c. Certificate of payment of Bonus by Contracting and HR Department.
 - d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department.
 - e. In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of

12.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

- a) All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his account details in the standard format to be provided by BHEL Jhansi.
- b) All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the party will sign in that. In case the price bid has been obtained through Reverse Auction RA, the entries in the measurement book shall be made using price quoted in Initial Bid and the actual amount to be paid will be obtained by dividing the total of all items by the factor of "Total amount of Final Bid divided by Total amount of Initial Bid).**
- c) All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I.Tax, VAT etc.
- d) Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- e) 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.
- f) 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.
- g) 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 GCC.
- h) **NOTE:** Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.concerned Head of the Department will be final.
- i) The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
- j) The tentative bill of quantity for the work is as follows: - As per Blank price bid **annexure "J"**.
- k) Payments will be made to the contractor on the basis of quantity carried out as actual. The amount payable for each item shall be obtained by multiplying the actual quantity carried out by the contract rates for the item. All deductions like cement value, Income Tax, VAT, charges, electricity charges etc shall be made from the Gross Bill amount to arrive at the net amount payable. Service Tax shall be paid extra as applicable
- l) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
- m) Measurement Book shall be maintained for the work carried out by the contractor & the same shall be verified by BHEL official, nominated for the same.

12.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC:-

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC/Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management orTender committee duly approved by competent authority shall be final and binding to bidder.

12.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

12.2(A) TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

12.2 (B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

12.3 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

12.4 ARBITRATION :-

All disputes arising in connection with the contract shall be settled by mutual Consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

SPECIAL CONDITIONS OF CONTRACT

1. These special conditions supplement the conditions to tenders and contract and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
2. All rates quoted shall be for finished work in-situ inclusive of all leads, lifts and other incidental charges and those general conditions.
3. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule A & B . For the sake of uniformity in comparison of tenders, tenders should not add any conditions of their own. Tenders not complying with these conditions are liable for rejection.
4. The issues of materials are governed by the conditions specified in Schedule B & C. all other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
5. The works shall be executed as per the technical specifications and drawings. A tentative sketch / drawing of the work is available in the office, which is intended to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
6. The quantities shown in Schedule "A & B" are approximate and liable for variations to any extent **and no rate variation is acceptable on this account.**
7. The rates quoted by the contractor shall be firm in all respects. Any statutory increase in the labor wages and materials during the period of execution shall be borne by the contractor. The contractor shall quote the rates considering the above.
8. The rate quoted for reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar

- that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.
9. The paint/primer (Red oxide) to be used shall be of standard make and shall be approved by the Engineer-in-charge before applying.
 10. The tenderer should specify the plant and machinery such as a pan mixer, vibrators, steel shuttering etc., that he possesses and is going to use them on the work.
 11. Contractor shall execute work as per specifications in the Price Schedule A. if the specifications found wanting relevant Technical specifications along with the tender shall be followed. Further missing details relevant CPWD and IS specifications shall be followed. Wherever, there is difference in between CPWD and IS specifications latter shall prevail.
 12. The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
 13. In case of any difference between agreement wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
 14. The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
 15. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
 16. Curing shall be done with the help of hose pipe in addition to manual curing. Curing shall be done in off days and holidays also. Curing has to be done by ponding water for slabs & spraying for columns and beams for 27 days.
 17. Rates tendered by contractors shall be for complete item of the work covering all materials, labor, carriage, royalties, work contract, sales tax, octroi, wastage, tools & plants including all other taxes on temporary construction, overhead charges, profits, general royalties, risks etc., and rate shall be applied to all heights, levels, depths, leads and lifts etc. Only service tax shall be paid extra. (Please refer schedule B for free issue items and chargeable items)
 18. If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
 19. Water will be supplied by BHEL, Contractor shall make his own arrangement for water for construction work and curing at site.
 20. Supply of water for construction work shall be provided at one point inside factory area and will be charged at 1% of the project.
 21. Electric power at site will not be provided by BHEL. Contractor shall make his own arrangement for electric power for work and lighting at site.
 22. Electric power for fabrication work shall be provided at one point inside factory area and will be charged at Rs 66 per MT of fabricated quantity of steel
 23. Erection and construction equipment, lifting tools and tackles shall not be provided by BHEL and they are in scope of contractor.
 24. Quantity/Quality records of cement / structural fabrication, test records shall be prepared, maintained and submitted by contractor during the course of execution.
 25. All structural fabrication works shall be as per drawings and BHEL specifications for quality and testing.
 26. For want of specifications related to structural steel like fabrication, erection, welding, material etc., following IS Codes are to be followed I.e. 1. IS: 816-1969, 2. IS 2139-1976, 3) IS 7215-1974, 4) IS 813-1961, 5) IS – 2062 – 1980.

NOTE: FOR EXECUTION OF ALL SCHEDULED ITEMS CPWD SPECIFICATIONS AND RELEVANT IS CODES ARE TO BE FOLLOWED. FOR EXECUTION OF NON-SCHEDULED ITEMS SPECIFICATIONS ENCLOSED WITH THIS TENDER ARE TO BE FOLLOWED.

27. Inserts are required to be fixed in concrete as per the requirement and direction of Engineer-in-charge.
28. Specialized works are to be executed by specialized agency with the approval of BHEL.
29. Test Certificates are to be supplied for all bought-out items, cube test for concrete, brick test as required by the Engineer-in-charge.
30. Cement shall be kept, at all times, in covered storage in an approved manner. No cement shall be kept on the site longer than three months before use. Any cement, which is stored onsite in excess of 28 days, shall be tested in accordance with relevant Standard prior to use.
31. Sufficient cement for one week's consumption shall at all times be available. Cement shall be consumed in the sequence in which it is received at the store.
32. The cement store for bagged cement shall be a weatherproof building or shed, ventilated, lit and free of dampness. The size will be sufficient to hold enough cement for continuous execution of the works. Bags for cement shall be lined in polythene or other damp-proof material.
33. The storage for cement bags should be provided by the Contractor at the site of Works at his own cost, considering IS specifications for storage.
34. Important condition: Work cannot be delayed on the pretext that BHEL has not been able to provide the above equipment. Contractor will have to make his own arrangement if the above T& P is not available.
35. Test certificate for all materials to be made available by the contractor as per direction of Engineer-in –charge including strength of concrete cubes, bricks, aggregates. And any other materials provided by contractor.
36. **Cement wastage @ 2%** of total issued quantity shall be permissible. Beyond this recovery shall be made at double the issue rate for cement.
37. Water charges will be deducted @ 1% of gross value of the bill.
38. Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.66 per kg.
39. The works have to be carried out as per CPWD specifications 2012 (or latest), Wherever CPWD specifications are silent, and the work shall carry out as per BIS specifications. In case of defective BHEL will have full right to reject the work or part there of .Such defective work if any , will have to be rectified at contractor's cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
40. The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If Deemed necessary by engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90 % of them shall be returned to BHEL at

BHEL stores in good condition without any payment Therefore. **If the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.**

41. COMPENSATION FOR DELAY (L D CLAUSE)

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

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

Completion period (as originally stipulated)

Not exceeding 6 months.

Exceeding 6 months and not exceeding 2 years

Exceeding 2 years

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

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.

42. SPECIAL CONDITIONS – SAFETY

The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions .

1. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
2. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M.
3. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
4. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
8. The contractor shall provide safety nets to the work force during the execution of work at height of more than 3 meters and as directed by the engineer in charge.

9. The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
10. The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.
11. Safety Helmets conforming to IS: 2925, 1981
12. Safety belts conforming to IS: 3521, 1983
13. Safety shoes conforming to IS: 1.4544. 1998
14. Eye, and face protection devices conforming to IS: 1179, 1967.
15. Hand and body protection devices conforming to IS: 2573 - 1975, IS: 6994 - 1973 and IS 8520 - 1978, IS: 578-1985 and IS 6694.
16. **SAFETY IN CIVIL ENGINEERING WORKS**
 - 16.1. While working at heights, a safe foot holds and hands holds should be provided.
 - 16.2. No loose material should be allowed to remain in the vicinity of persons working at
 - 16.3. Heights due to which they may inadvertently loose there balance and fall down.
 - 16.4. Wherever, it is reasonable practical, workers should be made to use safety belts.
 - 16.5. Ladders, crawling ladders and crawling boards are to be provided if a person has pass across or work on or from any material liable to fracture under his weight and cause him to fall more than 1.98 meters.
 - 16.6. In considering whether a material is likely to fracture beneath a person's weight, regard must be had to any additional weight he may be carrying or supporting.
 - 16.7. Ladders crawling boards etc., to be securely supported and if necessary secured to prevent slipping.
 - 16.8. Guard rails, coverings or other suitable means may be used to prevent person stepping on to fragile material, while working or passing near it if such material is likely to fracture under his weight and cause him to fall more than 1.98 meters.
 - 16.9. While working on sloping roofs, suitable, crawling, boards or crawling ladders should be used. These crawling ladders should be properly supported and securely enhanced to the sloping surface or the roof ridge.
 - 16.10. Suitable and sufficient means are to be provided to prevent fall of articles from a sloping roof.
17. **DEMOLITION:**
 - 17.1. Safe access should be provided to every place at which any person has to work. Scaffolds to be provided for all work that cement safety be done otherwise.
 - 17.2. Shoring or either steps are to be taken to prevent accidental collapse of the building or part of the building being dismantled.
 - 17.3. Similar precautions are to be taken against collapse of any adjacent building, if this would involve danger.
 - 17.4. No steel work or iron work is to be cut or released unless precautions are taken to avoid danger from sudden twist, spring or collapse.
 - 17.5. No framing is to be removed unless all practicable steps are taken to avoid collapse of the structure.

17.6. Demolition work is to be placed under the supervision of a competent person experienced in demolition work.

18. EXCAVATIONS:

- 18.1. Barriers are to be provided round excavations, shafts, pits and opening into which persons can fall a vertical distance of 1.98 meters. These barriers are to be as close as practicable to the edge of the excavations and are to be erected as soon as practicable after excavating begins. They are to be maintained in position except when necessarily removed for the access of persons or materials.
- 18.2. Adequate and suitable timbering should be used to prevent danger from falls or dislodgement of sides of excavations etc., or materials adjacent to it. Timbering is to be done as early as practicable in the course of work.
- 18.3. No person should be allowed to work in any excavation. Shaft or tunnels after explosives have been used in or near it, in a manner likely to affect stability, until a thorough examination has been made by a responsible person.
- 18.4. No person should be allowed to work in any excavation, Shaft or tunnels after an unexpected fall of work rock, earth or to her material or after substantial damager to timber or other supports, unless the part concerned is thoroughly examined by a responsible person declared safe.
- 18.5. No material should be placed near the edge of the excavation so as to endanger persons below. No load should be placed or removed near the edge of an excavation
- 18.6. etc., where it is likely to cause the collapse of the side of the excavation and so endanger to any person.
- 18.7. If excavation is likely to affect the security of the structure (permanent or temporary) steps must be taken to safeguard persons employed from possible collapse of that structure.
- 18.8. Means of reaching a place of safety is to be provided, when there may be danger from rising water or irruption of water or materials.
- 18.9. Means to prevent over running are to be taken when vehicle is used to tip material into pit or excavation or over the edge of embankment or earth work.

19. LADDERS:

- 19.1. Ladders to be used should be of good construction, of a suitable and sound material of adequate strength.
- 19.2. Ladders with missing or defective rungs should not be used.
- 19.3. Wooden stiles or sides and wooden rungs should have grain-running length wise.
- 19.4. Rungs should be properly fixed to the sides.
- 19.5. Ladders standing on a base are to be equally and properly supported on each stile or side.
- 19.6. Ladder standing on a base to be securely fixed near its upper resting place, if such fixing is impractical the ladder must be fixed at or near its lower end. If this is also impracticable a person, must be stationed at the feet of the ladder to prevent it from slipping.
- 19.7. Ladder should not be placed on loose bricks or loose packing.
- 19.8. Except when there is an adequate handled, ladder must rise to a height of a least 3 feet 6 inches (1.00 Mtr.) above the landing place or above the heights rung reached by the feet of persons using the ladder.

- 19.9. Space at each rung to be sufficient to provide adequate foot held.
- 19.10. Openings in landing places through which ladders pass should be as small as practicable.
- 19.11. Folding steps ladders should have level and firm footing and should not stand on loose bricks or other loose packing.

20. SCAFFOLDS:

- 20.1. Materials used for scaffolds should be of sound and adequate strength.
- 20.2. The timber used should be suitable quality, good condition, bark complete stripped off, and without paint or other treatment, which would prevent defects from being easily seen.
- 20.3. Timber and material with projecting nails should not be used.
- 20.4. Metal parts should be of suitable quality, in good condition, free from corrosion or other patent defects likely to affect strength.
- 20.5. Defective parts or materials should not be used and no defective ropes or bonds should be used.
- 20.6. Standards or upright should be vertical or slightly inclined towards the building or other structure, where practicable and to be sufficiently close to ensure stability.
- 20.7. Displacement or sinking of standards or uprights to be prevented either by provision of base plates or either adequate means.
- 20.8. Ladders used as uprights to be adequate strength secured to prevent slipping and so placed that the two stiles of sides of each ladder are evenly supported.
- 20.9. Ladders are to be horizontal, as nearly as possible and should be secured to standards or uprights by efficient means.

21. WORKING PLATFORMS:

- 21.1. All working platforms should be closely boarded, planked or plated.
- 21.2. Boards should be of sufficient thickness having regard to the distance between putlogs other supports.
- 21.3. All boards should be at least 51 mm thick and 210 mm wide.
- 21.4. Boards should rest securely and evenly on their supports. Each board should have at least three supports unless the thickness and the distance between the supports are such as to present on due or unequal staging when, supported on the two pipes.
- 21.5. No board should project beyond for more than four times its thickness, unless secured to prevent tipping.
- 21.6. No board should project to an extent which makes it unsafe having regard to its thickness and strength and the weight likely to be on it.
- 21.7. The platforms should be of adequate width to give sufficient working space.
- 21.8. The platforms should extend at least 600 mm. beyond, the end of wall or working face if work is being done at that end of the wall of face.
- 21.9. The platforms should have guard rails to a height of between 920 mm and 1150 mm. above the platform or any raised part of it.
- 21.10. The platforms should have toe-boards high enough to prevent falls of persons, tools and materials, with a minimum height of 15.5 mm. space between the toe-boards and the lowest guard rail should not exceed 760 mm. guard rails and toe-boards should be on the inside of uprights unless there is some other means of preventing their outward movement.

21.11. Guard rails and toe-boards should always remain in position except when removal is necessary for the access of persons or materials, or other necessary purposes of the work.

22. SAFETY NETS AND BELTS:

22.1. If all or any of the above requirements is not practicable, resources may be taken to use suitable safety belts or nets to prevent persons falling from heights of 1.98 meters and above.

22.2. Safety belts when used should be attached continuously to suitable and fixed anchorages.

22.3. Safety nets should be maintained in all positions necessary to protect persons at work, except in so far as they have to be temporarily removed for the passage of materials or for any other purposes.

23. LIFTING TACKLES/CRANES

23.1. Lifting roof trusses should be undertaken after discussing the procedure with BHEL taking all necessary care to prevent accidents.

23.2. MATERIAL HANDLING AND STORAGE

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

24. ACCOUNTING

a. Proper method of accounting of steel, tore steel, cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.

b. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractors.

c. In case of a fatal or disabling injury accident to any person due to lapses by the contractor. 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 or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.

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

e. Incase of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL, shall have the right to recover cost of such delay from the payments due to the contractor after notifying the contractor suitably.

f. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so. BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of the sub-contractors.

**CONTRACTOR
AUTHORITY**

ISSUING/ACCEPTING

ANNEXURE "H"**MATERIALS FOR ISSUE TO THE CONTRACTOR**

Sl.No.	Materials	Rates
1.	CEMENT	Rs.200/- per bag
2.	Structural steel	FREE OF COST
3.	Reinforcement steel	FREE OF COST

ANNEXURE "I"**TOOLS & PLANT TO BE HIRED TO THE CONTRACTOR**

Sl.No.	T & P	Rates
1.	Jack Hammer (only if working & available in civil deptt.)	Rs.20/- per hour
2.	Crane (only if working and free from shop/stores work)	Rs.450/- per hour

Annexure 'I'

गेट पास आवेदन प्रपत्र

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियरसेवा कर्म० आदि के उपयोग हेतु)

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

संविदा श्रमिक का व्यक्तिगत विवरण

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

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

पिता का नाम पहचान चिन्ह

स्थायी पतावर्तमान पता.....

शैक्षिक योग्यता

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक / शॉप प्रभारी के हस्ताक्षर ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर

(दिनांक एवं मोहर सहित)

(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांकहस्ताक्षर आवंटनकर्ता.....

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

(दिनांक एवं मोहर सहित)

के०ओ०सु०ब० द्वारा भरने के लिए

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

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्याजारी होने की तिथि से दिनांकतक ही वैध होगी तथा प्रत्येक माह / तीन के पश्चात 25 तारीख को के० ओ० सु० बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई

बी० एच० ई० एल० झॉंसी (उ० प्र०)

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

Annexure "II"

FORM XIV

(See Rule 76)

Employment Card

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

Employer

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

2- Serial no. In the register of
Workmen employed

3. Nature of employment / designation

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

5. Wage Period

6. Tenure of employment

Remark

Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

S.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local addresses	Date of commencement of employment	Signature of thumb impression of workmen	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Annexure "IV"

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20_____

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.36%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
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15.												
16.												
17.												
18.												
19.												
20.												
21.												
22.												
23.												
24.												
25.												

SIGNATURE OF THE CONTRACTOR

Annexure "V"

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A) Essential Documents Required

1. Name of the firm/Business : -----

2. Name of the Proprietor/Partners : -----

3. Address and Contact Numbers : -----

4. ESI Code Number : -----

Copy of the ESI Certificate Enclosed / Not Enclosed

5. PAN/TAN Number : -----

6. Service Tax Number(PAN Based) : -----

7. Audited financial statement/BS/

CA Certificate as per tender : Enclosed / Not Enclosed

9. Experience Certificate : Enclosed / Not Enclosed

(Along with copy of work order/LOI)

10. No. of Workers including Supervisors

on the rolls of the firm : -----

11. Earnest Money Deposit : Rs. -----

a) D.D. Number & Date : -----Date-----

b) Drawn on (Bank) : -----

12. Any other relevant information : -----

13. Tender Cost :Rs. _____

D.D. No. /Receipt No : _____

14. Validity of offer : At least 90 days from the date of tender Opening.
15. Blank Price bid format : Enclosed/Not Enclosed
16. PF Code Number : _____
Copy of the PF Certificate : Enclosed / Not Enclosed
17. Income Tax return last 3 yrs. : Enclosed / Not Enclosed
18. UP VAT/TIN No.and/or CST No.(Whichever is applicable): Copy of Certificate Enclosed / Not Enclosed
(To be submitted only in case where material transaction is involved)

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

Date:

Signature with Name & Office Seal

NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

BLANKPRICE BID

SECTION A DSR ITEMS

s no	DSR 2012 Reference	DESCRIPTION OF ITEM	Unit	Qty	Rate as per DSR 2012	Amount (Rs)
1	1.1.2/62	Carriage of Earth up 1 km	m3	640.00	82.78	52979.20
2	2.6.1/72	Earth work in excavation by mechanical means/	m3	540.00	129.35	69849.00
3	2.7.1/72	Earth work in excavation - ordinary rock	m3	200.00	197.75	39550.00
4	2.7.3/72	Excavation in hard rock	m3	130.00	490.10	63713.00
5	2.25/75	Filling available excavated earth	m3	230.00	83.80	19274.00
6	2.32/75	Clearing grass and removal of the rubbish	100 sq m2	70.00	247.00	17290.00
7	2.33.1/76	Felling of Trees Beyond 30cm girth up to and including 60cm girth	no	5.00	148.20	741.00
8	2.33.2/76	Felling of Trees Beyond 60cm girth up to and including 120cm girth	no.	5.00	654.95	3274.75
9	4.1.3/85	CC 1:2:4	m3	5.00	4514.05	22570.25
10	4.1.6/85	CC 1:3:6 (40 mm coarse aggregate)	m3	138.00	3888.20	536571.60
11	5.1.2/96	P/ laying in position RCC - 1:1:5:3 (upto plinth)	m3	220.00	5094.85	1120867.00
12	5.1.3/96	RCC 1:2:4 up to plinth	m3	35.00	4703.90	164636.50
13	5.2.2/96	P/ laying in position RCC - 1:1:5:3 in walls, columns	m3	95.00	5735.75	544896.25
14	5.3/96	P/ laying in position RCC - 1:2:4 in beam and slab	m3	26.00	5494.55	142858.30
15	5.9.1/97	Centring and Shuttering for foundations	m2	650.00	166.90	108485.00
16	5.9.3/97	Centering / shuttering in roof	m2	40.00	311.20	12448.00
17	5.9.5/97	Centring and Shuttering for beam /p beam foundations	m2	70.00	262.25	18357.50
18	5.9.6/97	Centering / shuttering in columns	m2	350.00	365.60	127960.00
19	5.9.16.1/97	Shuttering in edge of slabs	m	60.00	99.45	5967.00
20	6.42.2/113	Brick work with mechanized autoclaved flyash sand lime non modular bricks	m3	115.00	4679.45	538136.75

I/We agree with the above
Signature of contractor with Seal

Executive In-Charge

21	7.1.1/119	RR Masonry	m3	55.00	3059.20	168256.00
22	10.19/179	MS Holding Down Bolts	Kg	1100.00	67.80	74580.00
23	11.3.1/187	40 mm flooring	m2	285.00	280.05	79814.25
24	11.4/187	52 mm flooring 1:2:4	m2	170.00	420.50	71485.00
25	13.1.2/222	Plaster -12 mm thick in 1:6	m2	725.00	112.50	81562.50
26	13.2.2/222	Plaster -15 mm thick in 1:6	m2	725.00	130.20	94395.00
27	13.26/224	POP Putty	m2	450.00	83.80	37710.00
28	13.37.1/225	Whitewashing	m2	950.00	11.75	11162.50
29	13.41.1/225	Oil Bound Distemper	m2	40.00	66.70	2668.00
30	13.44.1/225	Snowcem	m2	500.00	44.95	22475.00
31	16.15.1/264	RCC posts	m3	1.80	16302.45	29344.41
32	16.17.1/264	Fencing with GI barbed wire	mtr	950.00	7.60	7220.00
33	18.10.3/314	P/I GI 25 mm dia pipe	m	155.00	243.15	37688.25
34	19.6.4/336	P/F NP-2 pipe class RCC pipe 300 mm Dia	meter	110.00	422.90	46519.00
35	19.6.5/336	P/F NP-2 pipe class RCC pipe 450 mm Dia	meter	60.00	620.85	37251.00
36	19.7.2.1/337	Man holes 120x90x90cm deep	each	5.00	15322.95	76614.75
37	19.8.2.1/337	Extra depth for manholes-120x90 cm	each	5.00	4866.75	24333.75
38	DSR Item	Any item in DSR 2012 but not listed above	DSR unit	As per requirement	DSR 2012 Rate	50000.00
TOTAL A1					Rs	4563504.51
..... % above / Below (over DSR item no 1 to38)				TOTAL A2	Rs	
Sub total A (A1 ± A2)					Rs	

Contractor should not offer rates in blank price bid

SECTION B NON DSR ITEMS

39	Extra 1	Fabrication of Steel structure from basic sections like angles, channels MS plates etc as per drawing provided. All machinery, electrodes and labour to be arranged by contractor. Structural steel provided free of cost by BHEL	kg	24500.00	10.00	245000.00
40	Extra 2	Erection of steel structure fabricated as per item Extra 1 (Sl. No. 39) above including painting (first quality of narolac, asian, berger) with primer and then with 2 coats of synthetic enamel paint of approved colour. All materials like paint to be arranged by contractor	kg	24500.00	5.00	122500.00
41	Extra 3	Fixing of reinforcement as per drawing provided for RCC work. Reinforcement bars provided free of cost by BHEL. Binding wire, labour to be arranged by contractor	kg	19800.00	4.00	79200.00
42	Extra 4	Providing AC sheet of approved size of make EVEREST, Charminar, UPAL only and and fixing in sheds upto height 10 m in roofs, side sheeting with the help of GI J / L hooks as per site condition	sqm	1120.00	325.00	364000.00
43	Extra 5	Providing AC sheet accessories like ridge, flashing, corner etc of suitable profile to match with AC sheet provided as per Item No. Extra 4 (Sl. No. 43) above	meter	45.00	300.00	13500.00
44	Extra 6	P/fixing 2 mm polycarbonate sheet of matching profile with AC sheet and fixing with GI J / L hooks as per site requirement.	m2	25.00	1800.00	45000.00
			TOTAL B1		Rs	869200.00
	 % above / Below (over item no 39 to 44)		TOTAL B2	Rs	
		Sub total B (B1 ± B2)			Rs	
		GRAND TOTAL "C" (A + B)			Rs	

Service tax extra as applicable

Contractor should not offer rates in blank price bid

PRICE BID

SECTION A DSR ITEMS

S no	DSR 2012 Reference	DESCRIPTION OF ITEM	Unit	Qty	Rate as per DSR 2012	Amount (Rs)
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6	2.32/75	Clearing grass and removal of the rubbish	100 sq m2	70.00	247.00	17290.00
7	2.33.1/76	Felling of Trees Beyond 30cm girth up to and including 60cm girth	no	5.00	148.20	741.00
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	----- % above / Below (over DSR item no 1 to38)			TOTAL A2	Rs	
	Sub total A (A1 ± A2)				Rs	

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44	Extra 6	P/fixing 2 mm polycarbonate sheet of matching profile with AC sheet and fixing with GI J / L hooks as per site requirement.	m2	25.00	1800.00	45000.00
			TOTAL B1		Rs	869200.00
-----% above / Below (over item no 39 to 44)				TOTAL B2	Rs	
Sub total B (B1+B2)					Rs	
GRAND TOTAL "C" (A ± B)					Rs	

Service tax extra as applicable