Phone No. 080-23394382

# BHEL EDN TOWNSHIP TENDER

## PLACE OF WORK

BHEL EDN TOWNSHIP
VIJAY NAGAR, BANGALORE-560040.
CONTACT NO:-23394382

## PLACE OF SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, HRM Tender Box (No.12)
BHEL ELECTRONIC DIVISON
MYSORE ROAD
BANGALORE-560026.

**Note:** Super scribing the Tender Reference, Name of work and Name & Address of the Tenderer on outer envelope.

**Actual Value, Quantity & Time as per Tender Document only.**

Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560026

# Tender Document for

## Minor Repair & External Painting of Residential Blocks In BHEL-EDN Township

DUE DATE OF SUBMISSION OF DULY FILLED-IN

Before 1.15 PM, 10.07.2015

## TWO PART BID

**TECHNICAL BID DATE OF OPENING 10.07.2015 AT 1.30PM**

| | |
|---|---|
| Part – I | Technical cum Commercial Bid 38+2 Pages |
| Part – II | Price Bid 02 Page |

Note: Part – I: To be submitted in a separate sealed cover.

Part – II: To be submitted in a separate sealed cover.

EMD to be submitted in a separate sealed cover.

Part-I, Part-II & EMD sealed covers should be put in outer Envelope and super scribing the Tender Reference , Name of work and Name & Address of the Tenderer.

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# PART-I

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

| | |
|---|---|
| DEPARTMENT | **HRM** |
| SECTION | **TOWNSHIP** |
| REF.TENDER ENQ.NO: | **BHE/904/14/473/77 Date: 16.06.2015** |

## TECHNICAL-CUM-COMMERCIAL BID

**(To be furnished by the Bidders)**

| | | |
|---|---|---|
| 01 | NAME OF THE WORK | Minor Repair & External Painting of Residential Blocks In BHEL-EDN Township |
| 02 | APPROXIMATE ESTT.COST | Rs. 7.98 lakh (Excluding Service Tax) |
| 03 | COMPLETION PERIOD | Six Month |
| 04 | NAME OF THE CONTRACTOR | |
| 05 | ADDRESS | |
| | (A) OFFICE | |
| | (B) RESIDENCE | |
| 06 | QUALIFICATION | |
| 07 | STAFF STRENGTH | |
| | (A) TECHNICAL | |
| | (B) GENERAL | |
| 08 | PLANT/EQUIPMENTS | Enclosed/Not Enclosed |
| 09 | IN CASE OF TENDER DOCUMENT DOWNLOADED FROM WEBSITE, THE RELEVANT TENDER DOCUMEN FEE OF **Rs.1000/-** IN THE FORM OF DD INFAVOUROF BHEL EDN, BANGALORE SHALL BE SUBMITTED ALONG WITH TECHNICAL BID & FURNISH THE DETAILS. | |
| 10 | (A) SCOPE OF WORK (As per schedule of items) | UNDERSTOOD/ NOT UNDERSTOOD |
| | (B) ACCEPT TO EXECUTE IN TOTAL | YES/ NO |

CONTRACTOR EMPLOYER

| | | |
|---|---|---|
| 11 | AUDITED BALANCE SHEET FOR THE LAST 3 YEARS (Enclose Documents) | |
| 12 | SOLVENCY- not less than 10% of Estimated cost (Certificate from the Bank not older than One year to be furnished) | |
| 13 | EXPERIENCE CERTIFICATE SUCCESSFULLY COMPLETED CIVILWORKS 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 work (not less than or Equal to 80% of Estimated cost) | |
| 14 | EMD PARTICULARS- CASH/ DEMAND DRAFT (Enclosed details) | |
| 15 | ACCEPTANCE- DRAWINGS & DESIGNS | Not applicable |
| 16 | (A) WHETHER REGISTERED WITH GOVT. AGENCIES SUCH AS CPWD/STATE PWD/MES/RAILWAY/ OTHER PUBLIC SECTOR UNDERTAKINGS | Yes/No |
| | (B) If yes, VALIDITY OF REGISTRATION/DETAILS | Copy Enclosed/Not Enclosed |
| 17 | (A) BHEL'S PAYMENT TERMS | ACCEPTABLE / NOT ACCEPTABLE |
| | (B) Whether agreeable to make necessary Statutory Payments as per BHEL EDN terms. | YES/NO |
| 18 | (A) Whether registered with ESI/PF authority And have Registration No. (If yes indicate nos.) | YES/ NO |
| | (B) Constitution of Firm Individual / Sole Proprietorship Concern/ Partnership Firm/Public Ltd. Company/ Private Ltd. Company | |
| 19 | Electronic Funds Transfer (EFT) form enclosed | Please fill up the form in ANNEXURE-II |
| 20 | PAN Card details (Please enclose copy ) | |
| 21 | Service Tax Registration No. (Please enclose copy ) | |

CONTRACTOR

EMPLOYER

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560026

Phone No.26998710, 23394382

HRM/TOWNSHIP DEPT.

NOTICE INVITING TENDERS

| | | |
|---|---|---|
| 01 | TENDER NUMBER | BHE/904/14/473/77 Date: 16.06.2015 |
| 02 | NAME OF WORK | Minor Repair & External Painting of Residential Blocks In BHEL-EDN Township |
| 03 | ESTIMATED COST | Rs. 7.98 lakh (Excluding Service Tax) |
| 04 | EARNEST MONEY DEPOSIT | Rs. 20,000/- |
| 05 | COMPLETION TIME | Six Month |
| 06 | LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT | BEFORE 1:15 PM ON **10.07.2015** |
| 07 | PLACE OF SUBMISSION OF AT THE RECEPTION TENDER DOCUMENT | AT THE RECEPTION TENDER BOX / HRM BHEL - ELECTRONICS DIVISION MYSORE ROAD, BANGALORE - 560 026. |
| 08 | DATE AND TIME FOR | AT 1:30 PM ON **10.07.2015** |

CONTRACTOR EMPLOYER

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

# Bharat Heavy Electricals Limited

## ELECTRONICS DIVISION

MYSORE ROAD- BANGALORE-26

### INSTRUCTIONS TO TENDERER

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.

**2. Tenders should be addressed to the AGM /HRM (ESTATE OFFICER) 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 super scribed and put in a outer envelope, super scribing 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).

3. All entries in tender documents should be in one ink **(preferably blue ink)**. Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.

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 (a) Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa 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 on account of Octroi, Sales Tax, tax on work contract etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure 'C'). 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.

(b) **The rate quoted should be inclusive of all taxes arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT),TDS(WCT), Service Tax under Reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.**

6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
7. 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 claim for variation of rates, on the ground that existing statutory levies have been increased/decreased or those new statutory levies have come into effect after tender, or on any other ground, will be entertained as applicable.
8. (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 quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.
   (c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

9. Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is entitled for compensation.

10. 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 to 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.

11. 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.

CONTRACTOR EMPLOYER

12. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
13. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.
14. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
15. Every tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.
16. The Earnest money deposit may be furnished in any of the following forms:

a) Cash.
b) Pay order.
c) Demand Draft in favor of BHEL EDN, Bangalore – 560026.

17. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.
18. Unless the bidder whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn.

CONTRACTOR EMPLOYER

19. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.

20. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.

21. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.

22. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited Company to satisfy Clause17(b) , Part –I of NIT.

23. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
    a) Name of the work, value and address.
    b) The balance work remaining to be done on the same.

24. a) The filled in tender sealed cover should be dropped in the Tender box kept in the reception of BHEL-EDN, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of AGM/HR(ESTATE OFFICER) before the time fixed for submission of tender.
    c) Tenders received after the due date & time of opening of tenders will be rejected.

CONTRACTOR EMPLOYER

25. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
26. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
27. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
28. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
29. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
30. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
31. The expenses for completing the stamping agreement shall be paid by the contractor.
32. Unless or otherwise stated above tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.
33. After completing of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
34. Any covering letter and comments of the tenderer should be submitted along with the offer.
35. Cement and steel for carrying out Civil Works will have to be procured by the Contractor.
36. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
37. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.

CONTRACTOR EMPLOYER

38. These 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).
39. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment's to be brought by the tenderer. Suitable power point will be provided and tapping from the power point equipment shall be done using proper size of cables equipment's and after getting approval of connections from our Engineer-in-charge.
40. The Contractor shall comply with the provision of Employees Provident Fund's and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
41. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challans/Receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer. The contractor can remit their ESI & PF through a sub-agent who processes the ESI & PF code and agrees to enter an MOU with the contractor.

CONTRACTOR EMPLOYER

42. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his laborers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defends the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.

43. The Contractor shall apply and obtain license under Contract labour(R&A) Act 1970 and comply the relevant provisions 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.

44. Contractor shall insure all his laborers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.

45. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.

46. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agencies.

47. Contractor should obtain "Workmen Compensation Policy" for their Employees.

48. <u>LEAD, LIFT, DEWATERING ETC.,</u>

a) Unless otherwise specified in the tender schedule, the rates for all items will be deemed to include all leads, lifts and descents involved in the work.

b) No separate payment will be made for dewatering (including seepage, surface drainage and monsoon water) desludging and allied operations at any stage of the work, and the cost of such operations will be deemed to be included in the contract rates.

c) No separate payment will be made for curing including pumping of curing water where ever necessary.

49. <u>EXTRA ITEMS</u>

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer. The rates will be fixed on the basis indicated under clause 50 of BHEL GCC.

The schedule of rates to be followed in this case will be CPWD schedule of rates.

CONTRACTOR EMPLOYER

**BHARAT HEAVY ELECTICALS LIMITED**

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

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/ Technical Specification For Civil Works 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 complies 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 thereto 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 these sub-contractors.

**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.

CONTRACTOR EMPLOYER

ENCLOSURE: B

**CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT**
**INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT**

The Contractor shall, within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike& against damage by air-craft with an insurance office approved by the Accepting officer from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Senior Engineer.

If the contractor fails to comply with the terms of this condition the Accepting Officer may insure the work and may deduct. The amount of premium from any money that may become payable to the contractor or may at his discretion refuse payment of any advance to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting Officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL property etc.

CONTRACTOR EMPLOYER

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

1. Before commencing the work, contractor submits a "SAFETY PLAN" to the authorized 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 authorized 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 authorized BHEL officials:- Safety Helmets conforming to IS-2925: 1984.

(i) Safety Belts conforming to IS-3521: 1983.

(ii) Safety Shoes conforming to IS-1989: 1978.

(iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.

(iv) 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 authorized BHEL official who shall have the right to ban the use of any item.

CONTRACTOR EMPLOYER

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 authorized 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 authorized 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 or agencies. 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 buy 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 authorized 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 authorized 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 authorized 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.

CONTRACTOR EMPLOYER

## SPECIAL CONDITONS OF CONTRACT

### 1. GENERAL

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions of Contract.

### 2. SCOPE OF WORK

The scope of work includes for the full, final and entire completion of all Civil Engineering works as detailed in specifications and drawings, which forms part of this Contract. The scope of work also includes cleaning/removing all debris beyond 200 mtrs or as stipulated in the item schedule from building location and leveling the areas as per direction of the Engineer-in-charge.

The scope of work under this contract shall cover supply of all materials, labour, tools, and plants etc., unless otherwise specified in the specifications, descriptions of items or in foregoing clauses.

### 3. SITE CONDITIONS

a) Before tendering the Contractor shall get themselves acquainted with site conditions such as the nature of soil likely to be encountered during the course of the work etc,. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. Initial jungle clearance, stripping of top soil etc., shall also be included in the quoted rates. No claims on the pretext of ignorance of site conditions shall be entertained.

b) The site of work is as mentioned in the Tender document.

CONTRACTOR EMPLOYER

**SITE FACILITES: -**

**A. LAND**

The Employer will allot land as available free of cost to the contractor for his office stores. He must maintain the areas allotted to him in a neat and clean conditions as required by the Employer. The contractor shall provide adequate storage and office facilities with approval from the Engineer. The rate quoted by the contractor shall be deemed to include for these and no separate payment will be made towards these.

On completion of work, the site shall be cleaned by the contractor of all materials, temporary debris, rubbish plants and equipment's, belonging to the contractor at no extra cost. The site and surroundings shall be handed over in a neat and clean condition. In case of any failure by the contractor, the employer will get inside cleared at risk and cost of the Contractor.

**B. POWER AND WATER SUPPLY**

Subject to availability water and electricity for the work may be provided by BHEL at one point and the contractor will have to make further arrangements for utilizing the supply from other points if required cost there of shall be recovered from the contractors from the bills due to them at the prevailing cost rates worked out by BHEL. At present, the cost rates of recovery by BHEL are Rs.15.00/- per1000 liters of water and Rs.5.90 per unit of Electricity. BHEL is not responsible for any failure of water/electricity supply and the contractor will have to make his own arrangements for the same, without claiming any extra rate.

**4. MACHINERY**

The Contractor shall at his own expense, supply all tools, plant and equipment (hereinafter referred to as T & P) required for execution of contract, as specified in the tender documents.

No. P.O.L. can be supplied by the Employer.

a) The whole of the works shall be executed in perfect conformity with the specifications and drawings. If contractor perform any works in a manner contrary to the specifications and drawings and without reference to the Engineer he shall bear all the costs arising or ensuring there from.

b) All technical documents regarding the construction of works are given in the metric system and work should be carried out according to metric system.

c) The work shall be carried out as per detailed drawings supplied by the employer. Only two copies of the working drawings shall be supplied progressively to the contractor free of cost. The contractor shall keep one set of drawings at his own expenses always available at site for reference of Engineer-in-charge and other representatives.

d) In case the contractor desires to obtain additional copies of drawings, the same shall be supplied by the Employer on payment of charges as fixed by the Engineer-in-charge.

e) The works shall be carried out as per detailed specifications enclosed with the tender. For items for which there is no mention in the drawings, detailed specification relevant IS specification (latest edition) shall be followed.

f) The contractor shall submit to the Employer for their approval complete drawings, of all temporary works and staging which he may require for carrying out the works shown in the drawings. He shall at the same time if so required by the Employer submit his calculations relating to strength and anticipated deflection in respect of any aforesaid temporary works. He shall also submit for the approval of Employer drawings showing the methods he proposes to adopt for the erection of the various parts of the temporary works. Any modification to the drawings that may be required by the Employer shall be made by the contractor at his own cost. However, notwithstanding the approval of modification required for temporary works, the contractor shall be fully responsible for their efficiency, security and maintenance and for all obligations and risks in regard to such works, specified or implied in this contract and be shall reinstate the same at his own cost, should any mishap or accident occur causing damage or injury there from, subject however, to such clauses of the General conditions as may be applicable in such cases.

5. **BENCH MARKS AND REFERENCE POINTS**

The contractor shall construct and maintain proper benchmarks and reference points of the inter section of all main walls, no separate payment shall be made for this and rates quoted deemed to include this cost.

6. **SAFETY PRECAUTIONS**

The contractor shall at times observe the safety code and make necessary action as required in the tender. In default thereof, the employer may get this done departmentally or through other agencies and recover the cost from the contractor.

The Contractors shall also abide by all the security regulations promulgated from time to time by employer.

7. **RATES**

The rates to be quoted are intended to provide for works duly and properly completed in accorded with the general and special conditions of contract and specifications and drawings together with such alteration and or conditions as may be required / ordered without prejudice to the generality thereof shall include for detail of construction which are obviously and fairly intended and which may not have been specifically referred in these documents and working drawings and but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover internal the followings.

The cost of all superintendence and labour materials, tools, plants, equipment's, mobilizing and demobilizing equipment fuel lubricants, fixture, transport charges, temporary and permanent works and quarrying charges, testing, screening, washing, handling of materials, stacking and removal charges, of any rejected materials and water and power arrangements and satisfactory maintenance of the same satisfactory completion of the work intended.

All fees, duties, royalties, rent and compensation to owner for surface damage or taxes and impositions payable to local authorities, in respect of land an structure, for all materials supplied for the work or any other duties/expenses for which the contractor may become liable or may be put to under any provision of the law for the purpose of in connection with the execution of the contract including revise payable on the transactions. Watching and lighting arrangements as required for satisfactory performances.

Settings out of works profiles etc., and of construction repair and up-keep of all center lines, bench marks and levels and page there of including provisions of masonry/concrete pillars showing the center line of structure/gridlines and levels and maintenance and protection of the some including providing fencing etc., throughout the period of contract.

a) Breaking, maintenance and removal of temporary works and buildings.

b) Supply of complete, Moulds, cost of testing of materials etc.

c) Working in all conditions including in/under water liquid, conditions etc., and shall also include bailing or pumping out water from the foundations, basements or any other sources of whatsoever desludging and allied operation at any stage of work including all suspension period and delays whatsoever. Cost of curing including pumping and cost of water whatever necessary.

d) In the interest of completion of work within the stipulated time, certain works are to be carried out during the monsoon period also. No separate payment will be made to the contractor for such works and it will be deemed to be included in the contract rates.

e) Diversion and draining works, protection works, temporary facilities, bridges, gangway.

f) Work at all depth in foundation below the ground level and in superstructure up to all height above ground level including all lifts and distances involved at any other place of work and disposed/barrow areas.

g) Unless otherwise specified in the specification schedule cost of all leads/lifts etc.

h) Provision of centering, scaffolding, strutting props etc.,

i) All materials and labour required for fencing in a protection against risk of accidents and for providing necessary/planking strutting with hand rails, gumboots, helmets, safety belts etc., during the progress of work.

j) Prevention on trespassing by providing barrier arrangements for the safety of the public or employees during the provision of works.

o) Works in all shapes include and curved all sizes as shown are as required.

p) Cleaning the site after the completion of work all debris, left out construction materials machine equipment's, temporary offices, stores, works shop etc., including dressing the area neat and clean shape.

q) Such other incidental charges or contingencies as may have been provided for in the specifications.

**09. <u>LABOUR COLONIES:-</u>**

No labour camp will under any circumstance be permitted within the Factory premises.

CONTRACTOR EMPLOYER

**10. QUANTITY**

The probable quantities of the several items of work are furnished in the schedule of quantities. It must be clearly understood that neither the probable quantities nor the value of individual items nor the aggregate value of the entire work shall be binding on the Employer/Engineer does not in any way assure the contractor or Guarantee that the said probable quantities are correct or that the work will correspond to these. The Employer/Engineer reserve the right to omit, vary or add to the item/work described in the schedule, of quantities and no claim for compensation will be entertaining on this account.

**11. VARIATION/DEVIATION IN QUANTITIES**

The contractor shall not make any alteration in addition to or omission from the work as described in the tender document except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in the contract.

The rates quoted are firm for deviation subject to minimum of (-) 20% and maximum (+) 20% of the total value of work awarded. Deviation beyond the above limits is subject to the standard terms and conditions of BHEL.

**12 MATERIALS**

BHEL will not supply any materials unless otherwise specified.

**13 SUPPLIES OF CEMENT AND STEEL IS TO BE MADE BY CONTRACTOR**

**14 SUPPLIES BY CONTRACTOR**

The work is for a completed job including labour and supply of all materials except those otherwise specified in the bid document.

All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representatives from time to time, the contractor providing all facilities for such instruction free of cost. BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any place the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made of any stores or materials supplied by the contractor shall provide at his own expense all facilities which the Engineer-in-charge may require for this purpose. If at the discretion of the Engineer-in-charge an independent expert is employed to make any such tests his charges shall be borne by the contractor only if the tests disclosed that the said stores or materials are not in accordance with the provision of the contract.

Should the Manager/HR(Township) consider at any time during the construction or reconstruction on prior to the expiry of the Maintenance Period that the stores or materials provided by the contractor are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract (in respect where the decision of the Manager/HR(Township) shall be final and conclusive) the contractor shall on demand, in writing from the Manager/HR(Township) specifying the stores an demand or materials complained of, not with-standing that the same may have been inadvertently passed, certified that and paid forth with remove the stores or materials so specified and provide other and suitable stores or materials at his own expense, to the entire satisfaction of the Manager/HR(Township) and in the event of his failing to do so within a period to be specified by the Senior Engineer/C,E/C, in his demand aforesaid, the Sr. Engineer/Civil Engineer/ Civil may replace within the other stores or materials complained of at the risk and expense in all respect of the contractor. The liability of the contractor under this conditions, shall not extended beyond the maintenance period aforesaid except as regards stores or materials which the Sr. Engineer /Civil Engineer/Civil shall have previously given notice to the contractor to replace (Maintenance, period for any work under this organization will be six months from the date of actual completion of the particular work and handing over to BHEL).

**15. <u>INTERRUPTION TO THE WORKS: -</u>**

In quoting the rates/prices the Contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non-supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions will be entertained on any account.

**16. <u>EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES</u>**

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause 7, 9 and 41 of BHEL General Conditions of Contract.

CONTRACTOR EMPLOYER

## 17. COMPLETION OF WORK AND MEASUREMENT

a) All work shall be carried out according to authorized dimensions and measurement will be restricted to those authorized dimension even though the Contractor may for convenience of this work exceed the authorized dimensions.

b) All work shall be measured in accordance with the applicable standard method of measurements prescribed by the Indian Standard Institution (1200 latest edition) unless otherwise specified.

c) The Contractor shall admit for technical inspection, works which are likely to be embedded or covered by other works and have the necessary measurement books and certificates to this effect duly signed by the Engineer before the works are covered.

d) On completion of the work, the Contractor must submit to the Engineer the following documents for passing of works.
   i) A copy of the working drawing showing thereon all addition and alterations in the process of execution.
   ii) A certificate for embedded and covered up works as in sub-para (C) above

e) The authorized Contractors representative and a representative of the Employer shall jointly sign a certificate of handing over any completed work and date of signature of that certificate will be that the date from which the maintenance period of that unit will reckoned.

f) Notwithstanding the above insurance cover has to be taken by the contractor for the full value of work as also for the duration of the contract period. 50% of the Security Deposit shall be released only on the total completion of the building and handed over to BHEL to their satisfaction. Remaining 50% of Security Deposit shall be released subject to the stipulation in our GCC after 6 months from the date of completion of the building.

## 18. MAINTENANCE OF WORK

The contractor will be responsible for the maintenance of works during the period of construction until the various items are taken over, and for a further period of six months, from the date of taking over.

If the contractor fails to maintain the building satisfactorily, it will be got done by other agency and cost towards such maintenance together with departmental charges will be recovered from his bills/dues.

CONTRACTOR EMPLOYER

## 19. SECURITY DEPOSIT

Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent.

The rate of Security Deposit will be as below:

| | |
|---|---|
| Up to Rs.10 Lakhs | -10% |
| Above Rs.10 Lakhs up to Rs.50 Lakhs Exceeding Rs. 10 Lakhs | -Rs .1 Lakhs + 7.5% of the amount |
| Above Rs.50 Lakhs Exceeding Rs. 50 Lakhs | - Rs. 4 Lakhs + 5% of the amount |

The contractor should submit the Security Deposit before the start of the work.

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) Securities available from Post Offices such as National Saving Certificates, KisanVikasPatras etc.,
(Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)

v) Bank Guarantee from scheduled Banks/Public financial Institutions as defined in the companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

vi) 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 back.

vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

ix) The Security Deposit shall not carry any interest.

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

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under clause 16(IV) of GCC.

**20. RUNNING ACCOUNT PAYMENTS**

During execution of work, monthly payments of all works in place will be made on the basic measurements recorded in measurement sheet/book in respect of items executed but no claim on the account will be entertained, if for any reason payments are not so made.

**21. Statutory Deduction towards Income Tax will be made as per rules.**

**22.** In respect of all labour directly or indirectly employed on the work by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 or any amendment thereof and all legislations and rules of the State and or Central Government or other Authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of the register etc., will be deemed to be part of the contract.

**23.** The Contractor is required to take insurance for all workers employed on works towards payment for workmen compensation. The insurance has to be taken out within 15 days of the award of work and has to be produced at the time of signing agreement. Half (1/2%) shall be deducted for 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 all the consequences arising out of such default. This may also be read with clause 20 of BHEL GCC.

**24. TIME OF COMPLETION**

The date of commencement of work shall be counted from the date of handing over the site to the contractor. The contractor shall plan the work in such a manner that all roofs are laid before the start of the rainy season and the work is not hampered due to rain. It may be clearly understood that time is the essence of the contract and the entire work should be completed within the time imposed in the tender document letter of intent.

**25.** The Contractor has to pay the Works Contract Tax (Under Sec.19A of the KST Act 1957) of their own on Monthly basis.

**26.** 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 BHEL shall have the right to terminate the contractor forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the Earnest Money Deposit/Security Deposit paid by the contractor shall stand forfeited.

## LIST OF INDIAN STANDARD

Following is the list of various Indian Standards,
Relevant to the Civil Engg., work

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1. EARTH WORK

   i) IS 1200-1992, Method Part I Earthwork, Measurement of Building, and Civil Engineering works, and chapter No.2 of CPWD/specification 1977.

2. MORTAR (PLASTERING)

   1) IS 2394-1984: Code of practice for application of lime plasters finish.
   2) IS 1661-1972: Code of practice for application of cement lime plasters finish.
   3) IS 2402-1963: Code of practice for external rendered finishes.

3. CONCRETE WORK & RCC WORK

   1) IS 456-2000: Code of practice for plain and reinforced concrete.
   2) IS 432(part 1) –1982( Third Revision): Mild steel and medium tensile steel bars
   3) IS 1766-1998: Cold twisted steel bars for concrete reinforcement.

4. BRICK WORK

   1) IS 2212-1991: Code of practice for brick work.

5. STONE WORK

   1) IS 1597-1992 (Part – I & II): Code of practice for construction of stone masonry.

6. MARBLE WORK

   1) IS 1124-1974: Methods of test for water absorption of natural building works.

7. STEEL WORK

   1) IS 800-2007(Third Revision): Code of practice for use of structural Steel in general building construction.
   2) IS 1308-1984: Steels doors, windows and ventilators
   3) IS 1081-1960: Code of practice for fixing glazing of metal (steel &aluminium doors, windows& ventilators)
   4) IS 1161-1998: Steel tubes for structural purposes.
   5) IS 4351-2003: Steel doorframes.
   6) IS-6245-5245-1971: Metal rolling shutters and rolling grills.

8. FLOORING

1) IS 2114-1984: Code of practice for laying in situ terrazzo floor finish.
2) IS 2571-1970: Code of practice for in situ cement concrete flooring.
3) IS 5318-1969: Code of practice of lying of flexible P.V.C. sheet & tiles flooring.

9. ROOFING

1) IS 3007(pt-I)-1999: Code of practice of lying of corrugated cement sheets.

10. FINISHING

1) IS 133-2004: Enamel, Interior (a) under coating (b) Finishing color as required.
2) IS 348-1968: French polish.
3) IS 427-2005: Distemper, dry color as required.
4) IS 425-1969: Distemper, oil emulsion as required.
5) IS 5410-1992: Cement paint, Color as required.
6) IS 5411 (pt.1)-1974: Plastic emulsion paint for interior use.
7) IS 6278-1971: Code of practice for white washing & color washing.

11. DEMOLISION AND DISMANTILING.

1) IS 1200 (pt 18)-1974: Method of measurements of demolition and dismantling.

12. SAFETY CODE

1) IS 5916-1970: Safety code for construction including use of hot bituminous materials.
2) IS 4130-1991: Safety code for demolition of building.
3) IS 3754-1966: Safety code for excavation works.
4) IS 3696(Pt-1)-1987: Safety code for Scaffolds.

CONTRACTOR EMPLOYER

A) DISTEMPERING ON NEW SURFACE. (OILBOUND)

1. COAT OF PRIMER …. 0.07 Litre/Sq.m (one coat)
2. COAT OF DISTEMPER ….. 0.10 Kg/Sq.m (2 coats)

DISTEMPERING WITHOUT PRIMER

FOR 1 COAT …… 0.10 Kg/Sq.m (For 1 coat)

FOR 2 COATS ……. 0.15 Kg/Sq.m (For 2 coats)

B) SYNTHETIC ENAMEL PAINT.

a) ON NEW SURFACE … PRIMER …. 0.09 Litre/Sq.m (For1 coat)

ENAMEL PAINT (2 COATS) …. 0.15 Litre/Sq.m (For 2 coats)

b) ON OLD SURFACE

2 COATS WITHOUT PRIMER … 0.20 Litre/Sq.m

1 COAT … 0.10 Litre/Sq.m

c) WATER PROOF CEMENT PAINT

1 COAT … 0.18 Kg/Sq.m

2 COAT … 0.30 Kg/Sq.m

d) PLASTING EMULSION PAINT:

2 COATS OF PLASTIC EMULSION …. 0.09 Litre/Sq.m

1 COAT OF PLASTIC EMULSION …. 0.073 Litre/Sq.m

ON NEW SURFACE

1 COAT PLASTIC FIX PRIMER … 0.081 Litre/Sq.m

2 COATS PLASTIC EMULSION … 0.09 Litre/Sq.m

***However the co-efficient should be not less than the manufacturer's recommendations.***

CONTRACTOR EMPLOYER

LIST OF MATERIALS OF APPROVED BRAND OF MANUFACTURERS

1. G.I Pipes : Apollo, TATA, Jindal, Zenith, Surya Prakash

2. P.V.C. PIPES/P.V.C. FITTINGS : Oriplast, Prince, Premier, Finolex, Supreme

3. Sanitary Fittings-Chrome plated : ESS, Jaguar, Hindware, Cera/Parry ware, Prayag, Johnson

4. Gun Metal Valves : Leader, Neta

5. Door Shutters (Wood & P.V.C.) : Nikki Boards, Rajshree, Sunrise, Evergreen, Prestige Plywoods, D.S.Doors, Plasopan, Kutty Fenesta, Polywood, Duroplast, Forbwoods,Durian

6. Aluminum Sections : Indal, Jindal, Hindalco, GalcoAluminium, Balco, Nalco

7. Cement : Zuari, ACC, Coromandel, Ultratech, Birla, JK Cement, Ambuja, Raasi

8. Reinforcement Steel : VISL, TATA, SAIL, Chamundi, Indus, Meenakshi, Bhuwalka, S.K., Apex, Vizag, Essar, Mittal

9. Sanitary Fittings :Hindware, Jaguar, Parryware, Johnson, Seabird, Cera

10. Ceramic Tiles : Nitco, Somany, Kajaria, Regent, Johnson, Euro, Bell, Naveen

11. Vitrified Tiles : Nitco, Somany, Kajaria, Regent,Johnson, Euro, Bell, Naveen

12. Paints: Asian Paints, Berger, Johnson & Nicolson,
(Primer/ Enamel/ Distemper/ Emulsion) Nerolac, Dulux

13. Particle Board/ Plywood Board : Novapan, Ecoboard, Assam Ply, Bhutan Board, Asis, Archid Ply

14. Water Proof Cement Paint : Snowcem ,Suryacem, Surfacem

CONTRACTOR EMPLOYER

FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

CONTRACTOR EMPLOYER

ENCLOSURE: C

## 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 employee of BHEL or an employee 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.

CONTRACTOR EMPLOYER

It is a term of a contract that the party invoking arbitration shall specify the 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.

CONTRACTOR EMPLOYER

*SPECIAL CONDITIONS OF TENDER*

**1. PRICE VARIATION CLAUSE:**

The price variation clause as given under shall be followed.

**Clause 10C: Payment on Account of increase in Prices/Wages due to Statutory Order(s)**

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 thereof ) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax/VAT) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) and /or wages labour is decreased as direct result of the coming in to force of any fresh law or statutory rules or order but not duo to any charges in sales tax /VAT) and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause-10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including executions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request of the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

**Clause 10CA: Payment due to variation in prices of materials after receipt of tender**

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the price (s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended ( under the provisions of Clause of the contract without any action under relevant Clause of contract)

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices of Materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for materials as issued under the authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-
Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

Where,

V = Variation in material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

P = Base price of material as issued under authority of DG (W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q = Quantity of material used in the works since previous bill.

$CI_0$ = All India Wholesale Price index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = All India Wholesale Price Index for the material for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce

(In respect of the justified period extended under the provisions of the contract without any action, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less shall be considered), provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

CONTRACTOR EMPLOYER

## 2.1 Mobilization Advance

Mobilization advance not exceeding 5% of work order value excluding taxes & duties or 5% of the estimated cost put to tender whichever is less will be given, if requested by the contractor in writing within one month of the order to commence the work. The advance will be released against executing a bank Guarantee Bond by the contractor from a Scheduled Nationalized Bank as specified by the Engineer-in-charge for the full amount of such advance is released. The contractor has to furnish a proof of the satisfactory utilization of the advance released by the company.

## 2.2 Interest & Recovery

The mobilization advance above bear simple interest at the prime lending rate of SBI plus 2% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced will be recovered by installments through deduction from the contractor's bills at 10% of the bill value till the full advance is recovered.

The said bank guarantee for advances shall initially shall be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

## 3.0 REVERSE AUCTION

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- 
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

CONTRACTOR EMPLOYER

**ANNEXURE –I**

## GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject items/system with detailed scope of supply as per enquiryspecifications, BHEL-EDN proposes to resort to "REVERSE AUCTION PROCEDURE" i.e., ONLINE BIDDING ON NETWORK, before finalizing the purchase order on technically competent bidders as per the guidelines given below:

1. Reverse auction procedure shall be applicable for 2 part bid tenders only.

2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate, BHEL will engage the services of a service provider, having network all over the world. The online bidding can be done from the vendor's respective offices on their computers with internet facility or at any of the cyber café, for which services provider's representative will provide all necessary training and assistance before commencement of on line bidding. Training is free of cost.

3. Vendors have to fax the compliance from in the prescribed format (provided by Service provider) before start of reverse auction. Without this, Reverse Auction will not be started. Delay in fixing the above will lead to disqualification.

4. BHEL will send the Auto formulated EXCEL sheet which will help to arrive at "Total Cost to BHEL" like Basic Materials Cost, Packing & forwarding charges, Excise duty, Sales tax/VAT, Freight charges, Insurance (by BHEL), Service Tax for Service,(-) ED disclaimer if any, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.

5. Reverse Auction will be conducted on mutually agreed schedule and time.

6. After Reveres Auction is conducted, successful bidder has to FAX the filled- in Excel sheet showing the final value accepted in Reveres Auction with breakup of each element as indicated in Sl No.4 above to the service provider within 48 hours of auction without fail.

   **Note: No Charges are allowed in rate of excise Duty, Sales Tax, Freight, Insurance, Service Tax and loading factors after auction is completed.**

7. After the reveres auction is conducted, the bidder whose price is lowest (total cost to BHEL, after considering all factors as per enquiry including loading factors for deviations to BHEL standard Commercial Terms & conditions), BHEL will process the tender as per BHEL purchase norms. Purchase order will be issued without loading factors for deviations.

   **Note: BHEL will also reserve the right to open the sealed price offer submitted by the vendors for comparison purpose, if deemed necessary, without any intimation to the technically and commercially accepted bidders.**

8. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and Price impacts (if any) already. Submitted and available with BHEL shall only be opened as per BHEL's standard practice without seeking anymore price impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
9. Training by service provider will be given only for the subsequent reverse auction. Training will not be given for a company which has already taken training for the FIRST REVERSE AUCTION conducted by BHEL-EDN, Bangalore.

10. **Activities involved in Reverse Auction**:
    a) BHEL will inform the vendor in writing, the Service provider's information to enable them to contact & get trained. Along with above information Business rules/policy also will be sent.
    b) Vendors have to contact Service provider and send Compliance from for having understood Reverse Auction procedure and ready for auction.
    c) BHEL will sent the Auto formulated Excel sheet (blank format without prices) as mentioned in SI No.4 above to the respective vendors.
    d) Vendors have to fill-in the Excel sheet (provided by BHEL) including loading factors and get ready for reverse auction.

    e) Date & Time of reverse Auction and Website address will be intimated by Service provider.
    f) Bid decrement will be indicated in the website after the Sealed bid is over and before start of Reverse auction.
    g) Vendors will be have to key-in the "Total cost to BHEL" (as worked out in the Excel sheet mentioned in Sl No.4 above) in the "Sealed Bid" of the Reverse Auction within specified time duration of 20 to 30 minutes. After "Sealed Bid" auction, the lowest bidders value or BHEL's start bid price will be the starting bid value for the commencement of Reverse auction(English Reverse).
    h) At the end of Reverse auction time (English Reverse), the lowest bidder will be known on the network.
    i) Successful bidder has to fax filled-in EXCEL sheet showing the final value accepted in the Reverse auction with breakup of each component within 48 hours of completion of the Reverse Auction without altering any of the terms to the service provider. Any alterations will be taken as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL for the period of 2 Years.
    j) The loading factors for non-conformance to BHEL standard commercial terms are only for arriving at lowest bidder. In the event of purchase order, same will be issued without loading factor values indicated in EXCEL sheet. We repeat PO, will be issued for scope of Supply + Packing & Forwarding charges if any, Excise duty, Sales tax, Service tax for service and Freight Insurance. Insurance will be to BHEL account.

11. This tender BHEL-EDN Proposes to resort to (Reverse Auction Procedure) that is online bidding on network to finalize the tender on technically and commercially Competent Vendor.

CONTRACTOR EMPLOYER

**ANNEXURE –II**

ELECTRONIC FUNDS TRANSFER (EFT) OR
PAYLINK DIRECT CREDIT FORM

Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE_____ CHANGE:_____

BHEL Vendor/Supplier Code:

Company Name:

Permanent account Number(PAN):

Address:

City: _____ STATE _____ PINCODE _____

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

| Sl.No. | | |
|---|---|---|
| 01 | Bank Name: | |
| 02 | Bank Address: | |
| 03 | Bank Telephone No: | |
| 04 | Bank Account no | |
| 05 | Account Type: Saving/Cash Credit | |
| 06 | 9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank | |
| 07 | Bank Swift Code (applicable for EFT only) | |
| 08 | Bank IFSC Code(applicable for RTGS) | |
| 09 | Bank IFSC Code (applicable for NEFT) | |

I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:
Designation: Telephone No. with STD Code

Company seal

**BANK CERTIFICATE**

We certify that _____has an Account No_____ with us and we confirm that the
Bank details given above are correct as per our records.

Date:
Place:
(……)
Signature

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Please return completed from along with a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd.,
Attn:
Electronics Division, Mysore Road,
BANGALORE -560026

Part-II

# PRICE BID

To be submitted in a separate sealed cover.

**NAME OF WORK:-** **Minor Repair & External Painting of Residential Blocks In BHEL-EDN Township.**

Total: Two Page

# SCHEDULE

**NAME OF WORK:- MINOR REPAIR & EXTERNAL PAINTING OF RESIDENTIAL BLOCKS IN BHEL EDN TOWNSHIP.**

| Sl.No. | Description of work | Quantity | Unit | Rate R.S P.S (Words & Fig.) | Amount R.S P.S (Words & Fig.) |
|---|---|---|---|---|---|
| 1 | Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. Including scaffolding complete at all height and length with essential safety feature for workmen etc. All the work as per engineer in charge. | 7490.00 | Sqm. | | |
| 2 | Applying one base coat of cement primer of approved brand and manufacture on wall surface, Including scaffolding complete at all height and length with essential safety feature for workmen etc. All the work as per engineer in charge. (As per requirement only) | 7490.00 | Sqm. | | |
| 3 | Finishing wall with Acrylic smooth exterior paint **Two or more coat** applied @ 1.67 ltr/ 10 sqm of required shade and colour complete of approved brand (Asian paints or equivalent), Including scaffolding complete at all height and length with essential safety feature for workmen etc. All the work as per engineer in charge. | 7490.00 | Sqm | | |

Contractor
(Seal & Signature)

| Sl.No. | Description of work | Quantity | Unit | Rate R.S P.S (Words & Fig.) | Amount R.S P.S (Words & Fig.) |
|---|---|---|---|---|---|
| 4 | Repair of plaster with cement mortar 1:4(1 cement: 4 fine sand). of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete Including scaffolding at all height and length with essential safety feature for workmen etc. and disposal of rubbish to the dumping ground within 50metres lead: All the work as per engineer in charge. | 150.00 | Sqm | | |
| 5 | Providing and Appling **one or more coat** synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. Including preparing the surface with scrapping, sand papering of old paint, . All the work as per engineer in charge. | 75.00 | Sqm | | |
| **Total** | | | | | |
| **Service Tax to be quote Separately……..%** | | | | | |
| **Grand Total** | | | | | |

Amount in words: ……

……

Contractor
(Seal & Signature)