

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex, Ranipet - 632 406, Tamil Nadu, India



New Products Group - Wind Electric Generators

Phone: 04172 - 241192, 284340, 284524, 284886

Fax: 04172 - 241109

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Ref.: BHEL: BAP: NPG: WEG: W&W: Ramagiri: 2011-2013

15.09.2011

To

Sir,

Sub. : Tender for W&W services of 3 MW BHEL wind farm & 2 MW APSEB windfarm at Ramagiri, Anantapur District, Andhra Pradesh State.

Please find enclosed one set of tender documents for rendering W&W services for 3 MW (12 x 250 kW WEGs) BHEL windfarm & 2 MW (10 x 200 kW EWGs) APSEB windfarm at Ramagiri, Anantapur District, Andhra Pradesh State. The date & time of tender submission is **05.10.2011** before 14.30 Hrs. and tender opening (technical & un-priced commercial bid only) by 15.00 Hrs. on the same day. The date of opening of the priced commercial bid will be intimated at a later date to the tenderers whose technical bids are accepted. Kindly arrange to send your most competitive offer in **two parts**:

Part I – Technical bid with un-priced commercial bid consisting

DD/ Banker's Cheque/ Cash Receipt for EMD amount

Duly filled, signed & sealed in all pages with required relevant documents. Of

- A) General conditions of Contract,
- B) Scope of work with special conditions,
- C) Annexures A to F,
- D) Un-priced Rate Schedule,
- E) Annexure I and
- F) Declaration sheets with agreement.

Part II - Duly filled, signed and sealed Priced commercial bid consisting the **Rate Schedule** in separate sealed covers.

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The bids can be submitted either in person or by registered post or by courier service at the earliest in a sealed cover clearly super scribing about the part of the bid as stated above and also super scribing the tender specification no: BHEL: BAP: NPG: WEG: W&W: Ramagiri: 2011-2013 dated 15.09.2011 and the date of opening of the tender.

The bids are to be addressed to the AGM / New Products, BHEL, Ranipet- 632 406 so as to reach well before the closing date and time. All the offers should accompany EMD amount.

Kindly acknowledge the receipt of tender documents.

Thanking you,

Yours faithfully

For and on behalf of Bharat Heavy Electricals Ltd.,

AGM/ DPG & WEG

cc: AGM / Finance (Works)

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TENDER NOTICE

Name of Work: Providing round the clock vigilance and security services at M/s. APSEB and M/s. BHEL windfarms at Ramagiri, Anantapur, Andhra Pradesh.

Place of Work: Ramagiri, Anantapur district, Andhra Pradesh.

Earnest Money Deposit: Rs. (Rs. Xxxxxx only) Refer General conditions of tender Clause No. 3.1.3 to 3.1.11 for EMD.

Duration of contract: 24 months.

Last date and time for receipt of tender: 14.30 hrs on 05.10.2011

Tender opening date and time: 15.00 hrs on 05.10.2011

Tender specification No.: BHEL: BAP: NPG: WEG: W&W: Ramagiri: 2011-2013, dtd. 15.09.2011

FOR

Providing round the clock vigilance and security services at M/s. APSEB and M/s. BHEL windfarms at Ramagiri, Anantapur, Andhra Pradesh.

AT

M/s. APSEB and M/s. BHEL windfarms at Ramagiri, Anantapur, Andhra Pradesh.

This tender document is non-transferable and issued to:

M/s.

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Tender Specification no. BHEL: BAP: NPG: WEG: W&W: Ramagiri: 2011-2013, dtd. 15.09.2011

FOR

**Providing round the clock vigilance and security services at M/s. APSEB and
M/s. BHEL windfarms at Ramagiri, Anantapur, Andhra Pradesh.**

AT

M/s. APSEB and M/s. BHEL windfarms at Ramagiri, Anantapur, Andhra Pradesh.

This tender document is non-transferable and issued to:

Messers.

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GENERAL CONDITIONS OF CONTRACT

SECTION I - GENERAL INSTRUCTIONS TO TENDERERS

1. DESPATCH INSTRUCTIONS

- 1.1 This tender specification as a whole, duly furnishing all the details required and other document as required in the following pages, shall be duly signed and sent in a sealed cover addressed to **AGM / New Products, BHEL, RANIPET-632 406, duly super-scribing the name of work as specified in the tender notice and the date of opening of tender.**
- 1.2 Tenders submitted by post shall be sent by registered post with acknowledgement due or courier service or in person, and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening, are liable to be rejected. Telegraphic / telex offers may not be considered.
- 1.3 Tenders shall be opened by authorised officer of BHEL, at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.4 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender document before quoting. Should the tenderer have any doubt in the meaning of any portion of the tender specification, or find discrepancies or omission in the drawings or the tender document issued are incomplete or shall require clarification on any or the technical aspects, scope of work, etc., he shall at once address the authority inviting the tender for clarification before the submission of the tender. Every endeavour is made to avoid any error which can materially affect the basis of the tender, nevertheless, the successful tenderer shall take upon themselves to provide for the risk of any error that may be subsequently discovered and shall make no claim on account thereof.
- 1.5 Tenderer must fill in all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. **Each page of the tender specification must be signed and submitted along with the offers by the tenderer, token of complete acceptance thereof.** The information furnished shall be completed by itself.
- 1.6 The tenderers should furnish the details regarding the statutory requirements like PF, ESI, Insurance etc. for their employees, failing, which the tender may not be considered.
- 1.7 **QUALIFICATION criteria OF TENDERERS** - Tenderers shall have the following qualification criteria
 - a) Shall have experience of deployment of security manpower to industrial establishments / windfarms of the capacity equivalent to this tender, continuously for the past 3 years.

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b) Shall have annual average Turnover of 50 lakhs for the last three years as on 31032011 generated out of such security manpower deployment contract.

1.8 Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work, duly attaching detailed experience along with this offer. Offers from tenderers who do not have proven and established experiences in the field are not likely to be considered

2 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of the information may lead to rejection of the offer.

- 2.1 **FINANCIAL STATUS** - A certificate from scheduled bank to prove his financial capacity to undertake the work duly indicating limits the tenderer enjoys or solvency certificate from the concerned Govt. Authority. Information required in **Annexure-B**, i.e. audited profit and loss account and balance sheet for last 3 years shall be furnished by the tenderer along with the offer.
- 2.2 **PREVIOUS EXPERIENCE** - A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer, indicating the particulars, value of each work, the site location, the duration, and date of completion. Also a list of site locations, particulars, value of various services that are under progress. Information required in **Annexure-C** shall be furnished by the tenderer along with the offer.
- 2.3 **ORGANISATION CHART** - The organisation pattern with designations and names, that is presently available with him and that will be employed by the tenderer for this work shall be furnished along with **Annexure-D**.
- 2.4 **A copy of the Power of Attorney** shall also be attached, in case the tender is signed by an individual other than the sole proprietor (If it is a Company or Firm etc. Director / Managing Partner as the case may be required to sign.)
- 2.5 **IN CASE OF AN INDIVIDUAL** - His full name, address and nature of business shall be indicated.
- 2.6 **IN CASE OF PARTNERSHIP FIRMS** - The names of all the partners and their addresses are furnished along with a copy of the partnership deed / instrument of partnership duly certified by Notary Public shall be enclosed.

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- 2.7 IN CASE OF COMPANIES** - Date and place of registration including date of commencement certificate are to be furnished. In case of public companies, certified copies of Memorandum and Articles of Association are also to be furnished.
- 2.8** Nature of business carried on by the company and the provisions of the Memorandum relating thereof shall be furnished.
- 2.9** Names and particulars including addresses of the Directors and their previous experiences shall be furnished.
- 2.10** In addition to the above the particulars required in various **annexure (A to F)** shall also be furnished.

NOTE: All the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the formats wherever given, failing which the tender may be considered as incomplete and is liable to be rejected. Documentary evidence, wherever necessary also needs to be enclosed.

3 EARNEST MONEY DEPOSIT

- 3.1** Every tender must be accompanied by earnest money deposit in any one of the following forms **only**. EMD in any other form will not be accepted. The rates of EMD are as given below.
- 3.1.1 Cash:** The amount should be remitted by the party to the Cash Office, Bharat Heavy Electricals Limited, Ranipet-632 406 during its working hours and cash receipt issued shall be enclosed along with the tender.
- 3.1.2 Demand Draft** drawn in favour of Bharat Heavy Electricals Ltd., Ranipet, payable at SBI, BHEL Project branch, (**branch code 7013**) M.R. Puram only.
- 3.1.3 Pay order** in favour of Bharat Heavy Electricals Ltd., Ranipet.
- | | |
|---|-------------------|
| 3.1.4 Works costing upto Rs. 1 lakh | - NIL |
| 3.1.5 Works costing more than Rs. 1 lakh and upto Rs. 5 lakhs | - Rs. 10,000.00 |
| 3.1.6 Works costing more than Rs. 5 lakhs and upto Rs. 10 lakhs | - Rs. 20,000.00 |
| 3.1.7 Works costing more than Rs. 10 lakhs and upto Rs. 20 lakhs | - Rs. 40,000.00 |
| 3.1.8 Works costing more than Rs. 20 lakhs and upto Rs. 30 lakhs | - Rs. 60,000.00 |
| 3.1.9 Works costing more than Rs. 30 lakhs and upto Rs. 50 lakhs | - Rs. 1,00,000.00 |
| 3.1.10 Works costing more than Rs. 50 lakhs and upto Rs. 100 lakhs | - Rs. 1,50,000.00 |
| 3.1.11 Works costing more than Rs. 100 lakhs | - Rs. 2,00,000.00 |
- 3.2** Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.

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- 3.3** The earnest money deposit of the successful tenders had it been paid in cash / D.D will be retained towards part of security deposit. Please refer to **clause 7.3.6**.
- 3.4** In the case of unsuccessful tenderers, the earnest money will be normally refunded within 15 days of award of work to the successful tenderer. EMD shall not carry any interest.
- 3.5** BHEL reserves the right of forfeiture of earnest money in case the successful tenderer.
- 3.5.1** Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent
- 3.5.2** Fails to start the work as may be indicated in the Letter of Intent.
- 3.5.3** After opening of tender, revokes / withdraws his tender within the validity period of revises / alters his earlier quoted rates / conditions.
- 3.6** If only a part of the work included in the tender has been awarded to the tenderer, the amount of EMD to be forfeited will be based on the value of the contract as awarded.

4 AUTHORISATION AND ATTESTATION

- 4.1** Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant document shall be submitted along with the tenders.

5 VALIDITY OF OFFER

- 5.1** The rates in the tender shall be kept open for acceptance for a minimum period of **six months** from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers. Once the contract is awarded, the rates quoted by the successful tenderer in his tender as accepted shall be valid, and binding until the entire work is completed and final bill is paid.

6 EXECUTION OF CONTRACT

- 6.1** The successful tenderer's responsibility under this contract commences from the date of issue of Letter of Intent, by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor. However the contract would be awarded to the successful tenderer with a provision of short closure of the contract / with reduction in supply of manpower, depending upon the actual site requirements.

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7 SECURITY DEPOSIT

7.1 Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount of security deposit for satisfactory execution of work.

7.2 The total amount of security deposit shall be as follows

- | | |
|---|---|
| 7.2.1 Work costing upto Rs. 10 lakhs | - 10% |
| 7.2.2 Work costing above Rs. 10 lakhs upto Rs. 50 lakhs | - Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. |
| 7.2.3 Work costing above Rs. 50 lakhs | - Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs |

7.3 The total security deposit may be deposited in any one of the following forms:

7.3.1 **Cash, pay order, demand draft** in favour of BHEL, Ranipet - 6, **local cheques of scheduled banks (subject to realisation)** within the time limit stipulated in the letter of intent.

7.3.2 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.

7.3.3 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. Balance 50% has to be remitted either in cash or in the other form of security. The bank guarantee format should have the approval of BHEL. Bank guarantee furnished towards security deposit, shall be kept valid by proper renewal until the expiry of 6 months after the said work is actually completed. The Bank guarantee submitted against security deposit from contractors shall be obtained **only from** any one of the following banks (i) State Bank of India, (ii) State Bank of Hyderabad, (iii) State Bank of Travancore, (iv) State Bank of Mysore, (v) Canara Bank, (vi) Bank of Baroda, (vii) Punjab National Bank, (viii) Deutsche Bank, (ix) HDFC Bank Ltd., (x) Standard Chartered Bank, (xi) CITI Bank N.A.

7.3.4 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor, A/C BHEL, duly discharged at the back.

7.3.5 50% of security deposit as indicated in the letter of intent can either be paid in cash to BHEL, RANIPET-6, or in the form of bank guarantee in the prescribed proforma, the validity being up to completion of work as stipulated in letter of intent. Balance 50% of security deposit can

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be recovered by deduction from running bills @ of 10% of each running bill until the full security deposit is made up.

- 7.3.6** The earnest money deposit of the successful tenderer can be retained as part of security deposit. However, he shall at once pay the difference, if any, between the EMD and 50 % of the security deposit as mentioned in the Letter of Intent, in cash at Cash Office, BHEL, Ranipet and the remaining 50% can be recovered by deduction from running bills @ 10% of the each running bill till the full security deposit is made up.
- 7.4** If the value of work done at any time exceeds the accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
- 7.5** Failure to deposit the security deposit within the stipulated time may lead to forfeiture of earnest money and cancellation of the award of work.
- 7.6** BHEL reserves the right to forfeit the security deposit in addition to the other claims and penalties in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. In addition, BHEL reserves the right to set off the security deposit, against any claims of any other contracts with BHEL.

8 RETURN OF SECURITY DEPOSIT

- 8.1** If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL, presents an absolute 'No Demand Certificate' in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him, for carrying out the said works, security deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the security deposit shall be refunded / released before passing of final bill.
- 8.2** No interest shall be payable by BHEL on earnest money / security deposit / or any money due to the contractor by BHEL.

9 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1** The acceptance of tender will rest with BHEL, which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1** To reject any or all of the tenderers.
- 9.1.2** To split the work amongst two or more tenderers.

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- 9.1.3 To award the work in part.
- 9.1.4 Either of the contingencies stated above to modify the time for completion suitably.
- 9.2 Canvassing in any form, in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
- 9.3 Conditional or un-witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders, which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 9.4 If a tenderer expires after the submission of his tender or after the acceptance of his tender BHEL may, at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender BHEL may cancel such tender at their discretion unless the firm retains its character.
- 9.5 BHEL will not be bounded by any power of attorney granted by the tenderer or by changes in the composition of the firm made after the execution of the contract. They may however recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded. The earnest money / security deposit / any other money due shall also be forfeited.
- 9.7 Tenders not submitted in the prescribed forms are liable to be rejected.
- 9.8 Should a tenderer or contractor or in the case of the firm or company, one or more of its partners / share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing which BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit EMD / security deposit amount or both.
- 9.9 This tender specification shall be deemed to form an integral part of the contract to be entered into for this work.
- 9.10 The successful tenderer shall not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is purely responsible to BHEL for the work awarded to him.

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SECTION - II

10 DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- 10.1 BHEL or (B.H.E.Ltd)** shall mean Bharat Heavy Electricals Ltd. A company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 or its Authorised Officers or its Resident Engineer or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 10.2 Executive Director/Group General Manager/General Manager** shall mean the officer in administrative charge of contracting unit of BHEL.
- 10.3 'Engineer' or 'Engineer in-charge'** shall mean Engineer who is in-charge for the works referred to in WEG Department. The term also includes 'Project Manager', 'Resident Manager', 'Site Engineer', 'Resident Engineer', 'Site in-charge' and 'Assistant Site Engineer' of BHEL at the site as well as the Officers in-charge at Head Office.
- 10.4 'Site'** shall mean the place or places at which the plants/equipment is to be serviced as per the specification of this contract.
- 10.5 'Clients of BHEL' or 'Customer'** shall mean the Project authorities to whom BHEL is supplying the equipment.
- 10.6 'Contractor'** shall mean the individual, firm or company who enters into this contract with BHEL & shall include their executors, administrators, successor, and permitted assignees.
- 10.7 'Contract' or 'contract document'** shall mean and include the agreement of work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the letter of intent /acceptance letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of Indent and incorporated in the agreement.
- 10.8 'General and special conditions of contract'** shall mean the 'instructions to tenderers, general and special conditions of contract' pertaining to the work, for which the tenders are called for.
- 10.9 'Tender specifications'** shall mean the specific conditions, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offer.

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- 10.10 **'Tender Document'** shall mean the general and special conditions of contract, tender specification, related annexure and scope of work.
- 10.11 **'Letter of Intent'** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions are applicable from this date.
- 10.12 **'Completion time'** shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the equipment / plant which are found acceptable by the Engineer, being of required standard and confirming to the specifications of the contract.
- 10.13 **'Plant'** shall mean the entire assembly of the plant and equipment covered by the contract.
- 10.14 **'Equipment'** shall mean all equipment, machinery, materials, structural, electricals and other components of the plant covered by the contract.
- 10.15 **'Tests'** shall mean and include such test or tests to be carried out on the part of the contractor as prescribed in the contract or considered necessary by BHEL in order to ascertain the efficiency of the contract work or part thereof.
- 10.16 **'Approved', 'Directed', or 'Instructed'** shall mean approved, directed or instructed by BHEL.
- 10.17 **'Work or contract work'** shall mean and include supply of all categories of labour specified, consumables, tools and tackles required, site transportation, handling, stocking, storing, erecting, testing, operating, maintaining and commissioning of the equipment to the entire satisfaction of BHEL.
- 10.18 **'Singular, Plural, etc.'** shall mean works carrying singular number shall also include plural and vice-versa, where the context so requires. Words importing the masculine gender shall be taken to include the feminine gender and words importing purpose shall include any company or association or body or individuals, whether incorporated or not.
- 10.19 **'Headings'** shall be the headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 10.20 **'Month'** shall mean calendar month.
- 10.21 **'Writing'** shall include any manuscript typewritten or printed statement under the signature of BHEL.

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11 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

11.1 The contract shall be governed by the law for the time being in force in the Republic of India, and shall be subjected to jurisdiction of the courts having jurisdiction over RANIPET, VELLORE district, Tamil Nadu.

12 ISSUE OF NOTICE

12.1 The contractor shall furnish to BHEL engineer the name, designation and address of his authorised agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorised agent or left or posted to the address of either the contractor or his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

13 USE OF LAND

13.1 No land belonging to BHEL or their customer or under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

14 COMMENCEMENT OF WORKS

14.1 The contractor shall commence the works within the time indicated in the letter of Intent from BHEL and shall proceed with the same with due expedition immediately.

14.2 If the successful tenderer fails to start the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. His earnest money and / or security deposit with BHEL will stand forfeited without further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

14.3 All the works shall be carried out under the direction and to the satisfaction of BHEL, failing which the contract may be terminated, bills may not be passed or deductions may be made as deemed fit.

14.4 The serviced /constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

14.5 The actual date of commencement of work has to be intimated to the office of the AGM /New Products, BHEL, Ranipet 632 406, through BHEL site in-charge. The entire operation and maintenance due in that contract period should be completed in all respects and the WEGs and the windfarm are to be handed over to BHEL / Customer.

14.6 Communication, if any, to AGM / WEG & Desaln. shall be sent through BHEL site in-charge and all letters and bills received at BHEL, Ranipet without site in-charge's signature will not be honoured.

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15 LABOUR

15.1 The contractor shall employ labour in sufficient number of people / work force and should have valid license for execution of contract. The contractor shall comply with all labour laws in force from time to time. (Please see **Annexure - I**)

16 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED

16.1 All payments due to the contractor shall be paid by Electronic transfer of funds. The successful tenderer shall fill up the required E-Transfer/RTGS format enclosed along with the Letter of Intent issued to him before commencement of the work.

16.2 **For running bill payment** - The contractor shall present detailed measurement working sheets, in **five copies**, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities / weight shall be the relevant documents and drawings released by BHEL. The payment will be made based on the bills raised **once in a month** on BHEL's terms of payment by **e-payment**, after deducting the charges for e-payment.

16.3 Bill no. as declared to respective jurisdictional central excise office, service tax registration no., jurisdictional central excise address and nature of service provided, should be **compulsorily pre-printed on the bills**.

16.4 These measurement-working sheets will be checked and vetted by BHEL Engineers. Quantity and percentage eligible for payment under various groups shall be decided by BHEL Engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in measurement book and signed by both the parties.

16.5 Based on the above quantity, contractor shall prepare the bills in prescribed proforma and workout their financial value. These will be entered in measurement book, signed by both the parties, and paid after duly effecting recoveries due. Five sets of bills are to be submitted to the BHEL Site in-charge for certification along with the copies of challans for payments made by the contractor during the preceding month towards EPF, ESI, insurance, service tax, declaration form, attendance sheet duly certified by BHEL Site in-charge, proof of salary paid to contractor's employees, etc. Bills without BHEL Site-in-charge certification and above-mentioned document shall not be processed and the same will be returned.

16.6 All recoveries due from the contractor for the month / period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

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

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- 16.8 The measurement shall be taken jointly by persons duly authorised on the part of BHEL and by the contractor.
- 16.9 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 16.10 If at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurement shall be borne by the contractor.
- 16.11 Passing of measurements as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed, if pointed out by BHEL later.
- 16.12 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL.
- 16.13 In addition, the contractor shall produce 'No Due' and 'No Demand' certificates in the proforma issued by BHEL. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL within a reasonable time after completion of work before submitting the final bill. After payment of final bill, only guarantee obligation percentage (5%) shall remain unpaid which shall be released in accordance with **clause 23**. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.

17 RIGHTS OF BHEL

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

- 17.1 To get the work done through other agency at the risk and the cost of the contractor, in the event of contract's poor progress or inability to progress the work, persistent disregards to instructions of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non-fulfilment of any contractual obligation etc. and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit / other dues.
- 17.2 To withdraw any portion of work and / or to restrict / alter quanta of work as indicated and get it done through other agency and / or with other departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

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- 17.3** To terminate the contract and ban the contractor from applying for any future contracts for a period of 3 years, if any employee/labourer working in the contract is found involved in corruption activities.
- 17.4** To terminate the contract after due notice of one month to cause forfeiture of security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- 17.4.1** Contractor's continued poor progress.
- 17.4.2** Withdrawal from or abandonment of the work before completion of the work.
- 17.4.3** Corrupt act of contractor.
- 17.4.4** Insolvency of the contractor.
- 17.4.5** Persistent disregards to the instructions of BHEL.
- 17.4.6** Assignment transfer, sub-letting of the contract without BHEL's permission.
- 17.4.7** Non-fulfilment of any contractual obligation.
- 17.5** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.
- 17.6** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of 0.5% of the contract value per week of delay or part thereof subject to ceiling of 10% of the contract value.
- 17.7** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 17.8** To effect recovery from any amount due to the contractor under this or any other contract or in any other form, the money BHEL is forced to pay to any body, due to contractor's failure to fulfil any of his obligations.
- 17.9** To restrict or increase the quantity and nature of work to suit site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

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- 17.10 To deploy BHEL's staff, in case of emergency / poor progress / deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 17.11 While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment on his account.
- 17.12 In case of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

18 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.,

The following are the responsibilities of the contractor in respect of observations of local laws, employment of personnel, payment of taxes etc.

- 18.1 As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 18.2 The contractors at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals religious and other customs.
- 18.3 The contractor shall comply with all state and central laws, statutory rules, regulations, etc. inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislation, rules and regulations framed under the provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952.
- 18.4 The contractor shall pay all taxes, fees, license charges deposits, duties, tools, royalty commissions or other charges, which may be chargeable on account of any of his operations in execution of the contract. In case BHEL is forced to any of such taxes, BHEL shall have the right to either recover the same from the contractor from his bills or otherwise as deemed fit.
- 18.5 While BHEL would pay the inspection fees for C.E.I.G / D.E.I.G, all other arrangements for the visits periodically by Inspector to site, inspection certificate etc., will have to be made by the contractor. However BHEL will not make any payment in connection with contractor's employee's qualification / re-qualification tests etc.
- 18.6 The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.

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- 18.7** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 18.8** It is the responsibility of the contractor to see that personnel employed by him are equipped with proper uniform, safety shoes, search lights with batteries, rain coats, umbrella etc., for safe and effective execution of contract.
- 18.9** The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 18.10** The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or components for the same. In case of failure to do so by the contractor BHEL shall carry out the same and the expenditure incurred will be recovered the running bills of the tenderer.
- 18.11** All the properties / equipment / components of BHEL their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The contractor shall use such properties for purpose of execution of their contract. All such properties / equipment / shall be deemed to be in good condition when received by the contractor unless he notifies within 24 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL / their client. In case of non-return, loss, damage, repairs etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.
- 18.12** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL.
- 18.13** The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of operation of this contract and performing work under the contract.
- 18.14** In case the contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 18.15** Any delay in completion of works / non-achievement of periodical targets, due to reasons attributable to contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and /or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 18.16** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

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- 18.17** All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for safety of the equipment, material and works to be performed by him and shall maintain all light, fencing guard signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keeper to take care of equipment, materials and maintenance / servicing tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per prescribed standard and practices. No extra amount shall be claimed by the contractor for the above such works.
- 18.18** The contractor will be directly responsible for payment of wages to his workers. A pay roll sheet giving all the type of payments given to the worker and duly signed by the contractor's representative should be furnished to BHEL site office on or before 15th of every succeeding month. The daily attendance particulars shall be submitted to BHEL-Site Incharge for verification. The contractor shall also ensure payment of - salary as per minimum wages Act of the state, employer's share of PF, deduction of employee's PF share for payment of EPF, comprehensive insurance of their personnel, payment of medical allowance, the contractor shall produce document proof for payment of above along with bills and whenever asked for by BHEL.
- 18.19** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Site Engineer-in-charge.
- 18.20** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reasons of any mistake in the amount levied or demanded or charged.
- 18.21** In addition, no idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
- 18.22** The contractor shall take all reasonable care to protect the materials and work until such time the plant / equipment has been taken over by BHEL / their client.
- 18.23** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All such problems / dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

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- 18.24** Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during night or on Sundays or on authorised holidays without the written permission from the BHEL Site-in-charge.
- 18.25** The transportation facilities for the personnel employed by him shall be the scope of the tenderer.
- 18.26** It shall be the responsibility of the contractor to provide security arrangement for the equipment, materials belonging to BHEL / customer, and handed over to the contractor for maintenance etc. till the same are taken over by BHEL after completion of works.
- 18.27** The tenderer shall provide ESI facility to his work force as available in the region. If the area is not covered by the ESI, the same must be brought out in the relevant annexure.

19 CONSEQUENCES OF CANCELLATION

- 19.1** For whatsoever reasons BHEL exercises the authority to terminate the contract / withdraw a portion of work under the **clause 17**, BHEL will complete the work by any means. In the event of the cost of the completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantages shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of security deposit and recovery of liquidated damages as per the relevant clauses.
- 19.2** In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

20 INSURANCE

- 20.1** BHEL / their customer shall arrange for insuring the materials / properties of BHEL / customer covering the risks during transit, storage and servicing.
- 20.2** It is the sole responsibility of the contractor to insure his workers, equipment against accidents and injury while at work as required by relevant rules and to pay compensation, if any, to workers as per workmen compensation act / rules of the Government. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of the project which are enforced from time to time will have to be followed by the contractor. Copy of workmen insurance policy details are to be enclosed with this offer.

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- 20.3** If due to negligence and / or non-observance and other precautions any accident / injury occurs to any other persons / public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 20.4** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHEL's / customer's property and personnel should occur and if BHEL is unable to recover the full cost from the insurance company, the same will be recovered from the contractor.

21 STRIKES & LOCKOUTS

- 21.1** The contractor will be fully responsible for all the disputes and other issues connected with the labour. In the event of the contract labour restoring to strike or the contractor restoring to lock-out and if the strike or lock-out declared is not settled within a period of 15 days, BHEL, shall have the right to get the work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL shall be deducted from contractor's bills.
- 21.2** For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

22 FORCE MAJEURE

- 22.1** The following shall amount to FORCE MAJEURE - Act of God or of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake, epidemic and other similar causes over which the contractor has no control.
- 22.2** If the contractor suffers delay in the execution of the contract, the obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of the contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL, in writing the causes of delay and the contractor shall not be eligible for any compensation.

23 GUARANTEE:

- 23.1** Even though the work will be carried out under the supervision of BHEL engineers, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of **six months** from the date of completion of work as certified by the engineer for good workmanship, and rectify free of cost all defects due to faulty work, detected during the guarantee period starting from the date of completion of rectification. In the event of contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from security deposit / other dues or by other legal means.

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24 ARBITRATION:

24.1 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 and as to the quality of the 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 work 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 of BHEL and if Executive Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Executive Director, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Acceptance officer or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his 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 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 contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is a term of the contract that the party involving arbitration shall specify the dispute or depute 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 enlarge the time for making and publishing the award.

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

The work under the contractor shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

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

The venue of arbitration shall be such places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be a final conclusive and binding on all the parties to this contract.

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In the event of disputes or differences arising between one public sector enterprise and a Govt. department or between two public sector enterprises, the above stipulations shall not apply. The provisions of BPE office memorandum no. BPE/CL 001/76 MAN/2 (1.10) 75-BPE (GM - 1) dated 1st January 1976, or its amendments for arbitration shall be applicable.

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SPECIAL CONDITIONS AND SCOPE OF WORK FOR THE SECURITY SERVICE

- 1 Completion schedule - The works of watch and ward / vigilance and security services at Ramagiri, as described in tender is to be executed for a period of 24 months from the date of commencement of work as per the following schedule. The scope of work is deemed to have been completed only when it is certified by the BHEL Site in-charge. The date of commencement of works has to be communicated to BHEL head quarters through Site in-charge.

Start of works:

Completion of works:

- 1.1 The schedule of the contract period may be **shortened**, or the contractor may be asked to perform the contract schedule with **reduced manpower** according to the site requirements.
- 1.2 The contractor is required to commence the work immediately from the date of issue of LOI, failing which the contract is liable to be cancelled and EMD/SD shall be forfeited.

2 EXECUTION OF WORKS

- 2.1 The work shall be executed in a disciplined manner and to the entire satisfaction of the Engineer-in-charge.
- 2.2 The Engineer-in-charge will communicate or confirm instructions to the contractor in respect of the execution of work in a **site order book** maintained at his site office and confirm receipt of such instructions by signing the relevant entries in this book, such entries will rank as order or notices in writing within the intent and meaning of these conditions.
- 2.3 All materials supplied by the contractor and incorporated on the work shall conform to the latest IS specifications including all applicable official amendments and revisions or BHEL's specifications.
- 2.4 Any work found defective/unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within the specified time as per the Engineer-in-charge's instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost will be deducted from the contractor's bill.

3 WATER & POWER

- 3.1 The contractor shall make necessary arrangements for drawing water to the work spot at their own cost.

4 SITE CLEARANCE

- 4.1 Written permission for erection of temporary work sheds at site shall be obtained from BHEL/CUSTOMER. Once the work is completed the contractor should remove all temporary sheds and the unwanted materials and dispose the debris as instructed by the Engineer-in-charge. Around 100 meters radius of the constructed area, the contractor should remove all debris and clear unwanted materials.

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5 PROJECT INFORMATION

5.1 APSEB and BHEL windfarms, Ramagiri, Anantapur district, are located 65Kms from Anantapur towards Bangalore.

Note: Bidders are requested to visit site and verify for themselves about the actual distances and assess the site condition before quoting for the job. No compensation whatsoever on this account will become payable to the contractor.

- 6 The contractor shall comply with all state and central laws. Statutory rules, regulations, etc., inclusive of those regarding the labour and industrial laws which are applicable from time to time and they shall comply with provisions of the said work force legislations, rules and regulations framed under the provisions of employees provident fund and miscellaneous provisions Act 1952 shall be strictly followed.
- 7 The contractor shall pay all taxes, fees, licence, charges, deposits, duties tools royalty, commissioning or other charges which may be leviable on account of any of his operations in execution of the contract and in case BHEL is forced to pay any of such taxes BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.
- 8 The contractor shall be responsible for provision health and sanitary arrangement (more particularly described in contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 9 The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 10 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 11 The contractor shall ensure that no damage is caused to any person/property of other/ parties working at site. If any such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
- 12 The contractor shall arrange and coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 13 **The contractor will be directly responsible for payment of wages to his workforce as per the minimum wages act. A pay roll sheet giving all the payments given to the workforce and duly signed by the contractor's representative should be furnished to BHEL site-office on or before 15th of every month. The daily attendance particulars shall be submitted to BHEL-Site Incharge for verification every day. The contractor shall deduct and remit the PF**

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contributions for the workforce employed by him and remit the employer's contributions and produce the proof of such payments along with the bills. The contractor shall ensure.

- a) Payment of salary as per minimum wages Act of the state & employer's share of PF.
- b) Deduction of EPF Payment of employee's share
- C) Comprehensive insurance of security personnel
- d) Payment of medical allowance.

The contractor shall produce document proof for payment of above.

- 14 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried-out in accordance with the instructions and requirements of the BHEL Site-In-Charge.
- 15 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 16 The contractor will be fully responsible for all the disputes and other issues connected with his workforce. In the event of the contract workforce resorting to strike or the contractor resorting to lockout and if the strike or the lock-out declared is not settled within the period of 15 days BHEL shall have the right to the work done by any other agency and the cost incurred by BHEL towards this shall be deducted from the contractor's bill and no payments will be made for such periods.
- 17 For any purpose what so ever the workforce of the contractor shall not be deemed to be in the employment in BHEL.
- 18 The security personnel deployed by the contractor should be fully equipped with proper uniforms, shoes, searchlights with batteries, lathis and other accessories etc., for effective vigilance at the cost and risk of the contractor. Photocopies of purchase bills of uniform, shoes, etc. shall necessarily be produced for clearance of your bills. All the requirements of the security personnel deployed by the contractor shall be fully borne by the contractor. Provision of raincoat, umbrella, shoes, and gumboot to the security personnel deployed by the contractor shall be borne by the contractor.
- 19 As security agency, the contractor shall be fully responsible for prevention of theft, accidental damage, pilferage, etc of the BHEL materials stored / installed within the protected project sites.
- 20 Transport facilities for the security personnel deployed by the contractor for official and personal trips shall be in the scope of the contractor.
- 21 It is the sole responsibility of the contractor to insure the staff against any accidents and injury while at work as required by relevant rules and to pay the compensation to the affected

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person(s), if any to your staff as per rules formed by the Government(s). The work will be carried out in the protected area and all the rules and regulations of the client/BHEL in the area of the project, which are enforced from time to time, will have to be followed by the contractor.

- 22 If due to negligence and/or non-observance of safety and other precautions, any accidents or injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 23 If due to contractor's carelessness, negligence and non-observance of the safety precautions damage to the BHEL's/Customer's property and the personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.
- 24 The rates quoted and accepted are inclusive of all taxes and duties including sales tax, tax on works contract etc. The rates quoted and accepted by you shall remain firm for the entire scheduled contract period including total extended period if any, and no compensation whatsoever will be paid for any escalation in respect of any element constituting the contract rates, **except service tax**. Service tax will be reimbursed at the rate as per the Government's notification from time to time.
- 25 Prevention and protection of the following against theft, pilferage, loss & damages by all forces other than those explicitly categorised under force majeure.
Wind Electric Generators (WEG) and its accessories in the windfarm, stored materials, including the following:
WEG towers all assembled members & fasteners etc.
Cables including power, lightning arrestor and control cables from controller to nacelle.
Nacelle, blade and hub assembly and all components forming integral part of nacelle.
Controller and its integral components.
Control room adjacent to each WEG and its attachments both inside and outside like tube lights, switchboards, safety equipments etc.
Transformer yard including transformer & its oil coolant, fire buckets and other accessories.
Central metering yard consisting of VCBs, meters, safety equipments & other accessories.
Materials/components/spares, packing materials, tools & tackles kept in closed and open storage yards.
Central control room with all its contents like PC, monitor, printer, UPS, A.C., etc.
Trespassing within the protected project site areas by unauthorised persons, etc.

An organisation chart with Bio-Data for manpower to be deployed at site shall be submitted at the time of commencement of contract. The **name, address, telephone no(s).** (At site) of the **supervisor / contact person(s)** shall also be submitted within **15 days of commencement of contract**.

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26. Specified number of security supervisors and guards as per contract must be available always in each shift at site and in each area (refer Annexure-D of tender conditions). The shift roaster shall be submitted to the BHEL site-incharge one week in advance and a copy pasted on the notice board available in BHEL windfarm. The attendance register for security personnel posted each day shall be submitted to the site-in-charge within an hour of the start of A & B shifts and the following day for C shift.

27. At no point of time, the site should be left unmanned by the contractor. Further, the manpower present at site should not fall short of the manpower for that shift, projected / to be deputed by the contractor (Annexure-D of tender conditions). In cases of failure on part of contractor to ensure the above, a penalty shall be imposed at the following rate.

$$\text{Penalty} = A \times B \times C \times 2$$

Where, A = Security guard's / Supervisor's salary per day

B = No. of security guards / supervisors short

C = No. of shifts on which security guards / supervisors were absent.

28. It shall be the responsibility of the tenderer as security provider for the loss & damage of any materials / components due to theft and group clash etc., all reasons other than those categories under Force Majeure. It is the responsibility of the tenderer to report to the concerned BHEL Site Incharge / headquarters immediately over phone and in writing to the BHEL site-incharge, in case of such incidents of theft or group clashes, within **3 hours** from the time of occurrence of the incidence and to AGM/WEG & Desaln., BAP, RANIPET-6 within **12 hours**. The daily security status of the windfarms shall be informed daily through SMS to BHEL, Ranipet.

29. It is the responsibility of the security contractor to file/lodge a police complaint in writing immediately within **6 hrs.** of occurrence of the incident, obtain copies of **FIR** and forward the copies to the site-incharge. Failure to do so the amount of damage / loss as assessed by the site-in-charge/BHEL Personnel at site/Management would be recovered by BHEL from subsequent Payments/Security Deposits.

30. It is the responsibility of the security contractors/tenderers to safeguard all the materials and components (as per the list prepared jointly by the tenderer/contractor and BHEL Site Incharge) against theft and group clashes. Failing which the amount of loss will be recovered from the bills of the contractor.

31. PROPER log sheets/records are to be maintained for movement (both in & out) of vehicles, materials and personnel from the windfarms. The log sheets to be maintained and produced on demand. The record / log sheets shall be maintained for a period of 12 months, or for the entire period of the contract, whichever is longer.

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RATE SCHEDULE

1. The tenderer is expected to fill the rate schedules both in figures and words after satisfying all the terms and conditions of the tender specification. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted rates.
2. The tenderers shall quote rates in English Language and International numerals. Rates for each item of the tender schedule should be quoted in Rupees and Paise only. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tenderer's rate. In the event of an error occurring in the amount column of schedule of items as a result of wrong extension of the unit rate and quantity, the unit rate shall be recorded, as firm and extension shall be amended on the basis of the rate. All errors in totalling in the amount column and in carrying forward totals shall be corrected.
3. Rate quoted for the security services shall be firm throughout the contract period including total extended period if any and include all royalties, tax on works contract and any other taxes levied and leviable under the state or central government rules during the currency of the contract **except service tax**. Service tax will be reimbursed at the rate as per the Government's notification from time to time. Bharat Heavy Electricals Ltd. will not entertain any claim in this regard. In addition, the rates shall not vary in case the contract is extended by one or two months.
4. All entries in the tender either shall be typed or be written in ink and over writings are not permitted. All cancellations and insertions shall be duly attested by the tenderer.
5. The tenderers are required to quote their rates including the cost of all facilities provided to their employees like uniform, shoes, torch light, maintenance cost of vehicles, medical, transport, ESI, Employee's insurance etc. and no claim will be entertained later on this account.
6. For the purpose of evaluation of quotes against this tender the overall / aggregate amount quoted for the total scope of work shall be taken into account.
7. In the event of more than one party being L1, BHEL reserves the right to split and award the contract.
8. The tenderers are advised to assess the correct distances, availability of work force, transportation facilities and the prevailing site conditions by visiting the site before submitting the quotation. BHEL shall not be responsible in any way for lack of contractor's knowledge on the same and no claim will be entertained later on this account.
9. The rates quoted shall remain the same as the services are to be provided throughout the period including Sundays and holidays. No extra claim shall be entertained on this account by BHEL.

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10. The quantities shown in the attached schedule are only approximate and are liable for variation without entitling the contractors to any compensation, provided the total value of the contract does not vary by more than 20%.
11. The tenderer has to follow all the safety regulations prevailing in the site. The contractor should take note of these situations. No extra claim on this account shall be entertained.
12. No deviation to the conditions stipulated in the tender will normally be accepted. However, in case the tenderer desires to take any deviation, the same shall be clearly brought out in the form of statement of deviation giving description of deviation, reference clause and monetary implication of the condition in case of withdrawal.

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RATE SCHEDULE

Name of the work: Providing of Vigilance and Security services for M/s. APSEB, BHEL windfarms, at Ramagiri.

SN	Description of Work	Rate per month in Rs.	No. of months	Total amount in Rs.
01	Providing of round the clock (24 hrs - three shifts) vigilance and security services at M/s. BHEL windfarm, Ramagiri as per scope of work. *		24 months	
02	Service tax @ 10.3%		24 months	
03	Providing of round the clock (24 hrs - three shifts) vigilance and security services at M/s. APSEB windfarm, Ramagiri as per scope of work. *		24 months	
04	Service tax @ 10.3%		24 months	
05	Total amount including service tax		24 months	

Total quoted amount for 24 months in words. : Rs.

Note:

1. The number of WEGs in any of the windfarms under the scope may be increased or decreased during the currency of the contract. The total contract value shall not change due to this.
2. The number of windfarms as a whole (each windfarm treated as an entity) may be decreased during the currency of the contract. The total contract value due to such decrease shall be revised based on the contract rate for that windfarm, finalised between BHEL and the successful tenderer.
3. * Minimum workforce requirement shall be as per BHEL's requirement (Annexure - D)

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ANNEXURE - A

ANALYSIS OF UNIT RATE QUOTED

Sl.No.	Description	Percentage of unit rate quoted
1	Salary & wages for staff and worker	
2	Establishment and administrative expenses of site	
3	Consumables	
4	Depreciation and maintenance for tools and plants	
5	Depreciation and maintenance for other items	
6	Overheads	
7	Profit	
8	Taxes	

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ANNEXURE - B

FINANCIAL STATUS / VIABILITY

1	Owner's capital in the business (in case of partnership, please mention Percentage shares and amounts)	
2	Quanta of business done during last three financial years. I II III	
3	Value of fixed assets of the business in last three years. I II III	
4	Guarantee limits (if any) enjoyed by the firm	
5	Over draft limits (if any) enjoyed by account and balance sheet for last 3 years (indicate no. of sheets)	
6	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7	Certificate from scheduled bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8	Permanent Account Number	

(Signature of the tenderer with seal)

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

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ANNEXURE D

WORK FORCE DEPLOYMENT PLAN
To be in line with the requirement of BHEL *

1.

Sl. No.	Category	No. of persons available on rolls of organisation	No. of persons to be deployed for this contract		
			I Shift	II Shift	III Shift
1	Security Supervisor				
2	Security Guard				

2. Provident fund registration no:

3. E.S.I particulars: (As applicable to the location Ramagiri)

4. Workmen Insurance policy no: (Policy copy to be submitted on award of contract)

5. Labour licence no.:

6. Service tax registration no:

Submission of copies of supporting document for sl. nos. 2,5 & 6 is mandatory. If the above particulars of 2, 5 & 6 along with supporting documental proof are not furnished, the tender shall be liable to be rejected.

*** Minimum requirement of work force**

Shift	Windfarm name	No. of WEGs	Security Supervisor	Security guards
I	BHEL	12	1	2
II				4
III				4
I	APSEB	10		----
II				2
III				2
TOTAL			1	14

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ANNEXURE - E

TOOLS, TACKLES AND VEHICLES AVAILABLE WITH THE CONTRACTOR AND PROPOSAL FOR DEPLOYMENT FOR THE CONTRACT.

Sl.No	Description of tool/equipment	Size/Cap.	Qty.	Qty. proposed for this contract

NOTE: The above has to be in line with the requirement of BHEL.

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ANNEXURE - F CHECKLIST

Note: Tenderer is requested to fill in all the details and no column should be left blank.

1. Name and address of the tenderer
(With phone, fax nos. and e-mail address) :
2. Name & designation of the official of the tenderer
to whom all the references shall be made :
3. Tenderer's proposal No. & date. :
4. Whether EMD submitted (By cash/D.D)
DD No./Cash Receipt No. :
5. Validity of offer/rates quoted for six months
from the date of opening of tender : Yes/No
6. Is Annexure - A enclosed? : Yes/No
7. Is Annexure - B enclosed? : Yes/No
8. Is Annexure - C enclosed? : Yes/No
9. Is Annexure - D enclosed? : Yes/No
10. Is Annexure - E enclosed? : Yes/No
11. Is Organisation Chart enclosed? : Yes/No
12. Income tax Clearance certificate enclosed? : Yes/No
13. Attested copy of power of attorney enclosed? : Yes/No
14. Details about type of the firm enclosed? : Yes/No
15. Declaration sheet enclosed? : Yes/No

Date:

Signature of tenderer with seal

Witnesses (signature with full address)

1.

2.

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ANNEXURE - I

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

1. The contractor shall not employ, concerning the work, any person who has not completed 18 years age.
2. The contractor shall, in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act and the related state Govt. rules
 - b) The Minimum Wages Act and the related state Govt. rules
 - c) The Payment of Wages Act and the related state Govt. rules
 - d) The Factories Act and the related state Govt. rules
 - e) The Employees' Provident Fund & Miscellaneous Provisions Act
 - f) The Employees' State Insurance Act.
 - g) The Workman's Compensation Act.
 - h) The Industrial Disputes Act and any other law, or modifications to the above or to the rules made there under from time to time.
 - i) Payment of Bonus Act.

REGISTRATION AND LICENSING

3. Every contractor shall register his name with the welfare section of BHEL before taking up the work awarded to him by giving the following information and getting a code number.
 - a) The name of the contractor
 - b) Nature of contract work
 - c) Period of work
 - d) Number of maximum labour employed by him on any one day.
 - e) License No. & Date (applicable in case of contractors employing 20 or more workers)
 - f) Whether enrolled for PF, ESI, Insurance etc, and enrolment no.

This information is called for informing the Inspectorate of factories whenever they call for information regarding contracts.

4. The contractor employing **20 or more** workers is required to obtain license from the authorities (The Deputy Chief Inspector of Factories /Asst. Commissioner of Labour as the case may be). This license shall be amended and /or renewed wherever there is an increase in the workers employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.

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5. The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and /or occupier of the factory and shall render all necessary assistance for the same.

WAGES

6. The contractor shall pay wages to the workers employed by him at the rate, which shall not be less than the minimum wages applicable under law from time to time.
7. The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
8. The contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month.
9. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
10. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which him employment is terminated.
11. Wages due to every worker shall be paid to him direct or to the person authorised by him in this behalf. All wages shall be paid in current coin or currency or in both.
12. The contractor shall ensure the disbursement of wages in the presence of such authorised representatives of BHEL Management.
13. The above payment shall be verified by the authorised officers / representative of BHEL with the following certificate on the payment sheet certified that the amount shown in column no _____ has been paid to the workmen concerned in my presence on _____ at _____.
14. A certificate of payment shall be furnished each month, in duplicate by the contractor to the Engineer-in-charge.
15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
16. Notices showing the rates of wages, weekly rest days, wage period, hours of work, date of payment of wages, names and addresses of the inspectors having jurisdiction the date of unpaid wages shall be displayed in regional language and English in conspicuous places at the establishment

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and at work site by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form: -

- a) Serial number
- b) Location
- c) Period of work
- d) No. of contract labour engaged during the month
- e) No. of days worked
- f) No. of man-days worked
- g) Wages paid to his workers

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

17. The following document/formats under Contract Labour (Regulation and Abolition) Act and relevant state government rules there under shall be maintained by each contractor.
 - a) Register of persons employed by the contractor
 - b) Employment card
 - c) Service certificate
 - d) Muster roll, Wage Register, Deduction Register, Wage Slip, Over Time Register, Register of Fines, Register of Advances etc.
18. The contractor shall display the abstract of the Contract Labour (Regulation and Abolition) Act and the Rules there under both in English and in Regional Language.
19. Half-yearly return shall be sent by the contractor in duplicate to the licensing officer.
20. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act periodically to BHEL Management.
21. The contractor shall without fail give, up-to-date information in writing of the attendance of the workers employed by him.
22. The contractor shall ensure that his workers keep and produce their employment card when coming to duty and take them back when leaving duty.
23. The contractor shall submit a copy of the Annual Return Forms 3A & 6A obtained from the EPF authorities for the remittance of EPF to their employees every financial year.
24. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the act and rules shall be produced on demand by inspector or any authority under the act.

WORKING HOURS AND WORKING CONDITIONS

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- 25. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.**
26. The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workers are booked for work on Sunday.
27. The Contract Labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the Provisions of Factories act.
28. The contractor shall provide all safety devices and personal protective equipment to his workers at his own cost and shall ensure that his workers wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
29. The contractor shall give four paid National holidays to his workers, viz., 26th January, 1st May, 15th August and 2nd October.
30. The contractor shall ensure that his workers vacate the premises after the shift is over.
31. No woman worker shall be required or allowed to work in the factory except between the hours of 6.00 am and 7.00 p.m.
32. The contractor shall comply with the provisions relating to welfare and health facilities as provided in the Contract Labour (Regulation and Abolition) Act read with the relevant state Government Contract Labour rules.

NOTICES OF ACCIDENTS

33. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer-in-charge immediately and ensure the compliance of ESI / Workmen's Compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the act.
34. The contractor shall get the labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act. (This should be read in conjunction with the provisions of ESI Act)
35. The contractor shall ensure that all his workers are covered under the Employees State Insurance Act and produce to BHEL such Registration Number/Enrolment number before executing the contract work.

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DECLARATION SHEET

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I / We certify that all the information and data furnished by me / us with regard to this tender specification no. _____ Dtd. _____ are true and complete to the best of my knowledge.

I further certify that I am the duly authorised representative of the under mentioned firm / company and a valid power of attorney to this effect is also enclosed.

I / We have carefully perused the following document related to the above work and agree to abide by the same.

TENDER SPECIFICATION AND INSTRUCTIONS TO TENDERERS
SCOPE OF WORK.
RATE SCHEDULE.
ANNEXURE A-F & I.
DECLARATION SHEET.

I / We have deposited / forwarded herewith the earnest money deposit / bank guarantee in the form prescribed and as stipulated towards the earnest money deposit for a sum of Rs. _____ (Rupees _____ only) vide BHEL cash receipt no: _____ Dtd. _____ / Demand draft no: _____ Dtd. _____, which shall be refunded in case our offer is not accepted. If our offer is accepted by you, I / we further agree to deposit an additional sum to make up the security deposit for the works as per the clause 7 of Section - I of tender specification and instructions to tenderers.

Signature of tenderer:

Name of tenderer:

Address of tenderer:

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PROFORMA FOR CONTRACT AGREEMENT

Agreement No: EDC: WEG

Date:

Name of Work:

Name of the Contractor with full address:

Amount of tender accepted:

Letter of Intent No:

Time allotted for completing the work
(date of completion):

[Officer authorised to sign the agreement]

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1. This agreement made this day, the _____ of _____ between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House' Siri Fort, New Delhi 110 049 (herein after called in the FIRST PARTY of one part and Messers. _____ (herein after called the "CONTRACTOR") of the second party.
2. WHEREAS the first party is desirous of executing the work of _____ more particularly described in the appendices including drawings and specification attached herewith.
3. WHEREAS IN PURSUANCE of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First party under reference _____ dated _____
4. WHEREAS the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in the presents, instructions to the tenderers, general conditions and special conditions, schedules, appendices letter of intent and specifications (here after referred as the said contract schedule) at the approval rates (herein referred as the said contract rate).
5. IN ADDITION, WHEREAS the said contractor has furnished a Bank Guarantee for a sum of Rs. _____ valid up to towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of value of each running bill till the full security deposit is made up for the satisfactory completion and performance of the work whereas the validity of the said bank guarantee has to be extended by the contractor, if so required for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs. _____ (Rupees _____ only), from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute to breach of contract, and first party reserves the right to take easy legal action deemed fit for recovering the said sum of Rs. _____ (Rupees _____ only). This amount of Rs. _____ will be refunded (and bank guarantee will be returned) to the contractor on satisfactory completion of the work as specified in the contract document.
6. Now THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.

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Contractor

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex, Ranipet - 632 406, Tamil Nadu, India



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7. That the said contractor will perform the aforesaid work subject to the conditions contained in these present instructions to tenderers, general and special conditions of contract and the contract documents attached herewith including the said schedule specifications, appendices, letter of intent, drawings attached and also such other drawings and instructions as may from time to time be given by the First party. And the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, letter of intent, drawings etc., as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.
8. That the said contractors shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.
9. That the First Party after proper scrutiny of the bills submitted by the said contractor will pay to him during the progress of the said work, at said contract rates and agreed terms of payment, a sum as determined by the First Party in respect of the work executed by the Contractor.
10. That the contract shall come into force with retrospective effect from the date on which the letter expecting the tender (Letter of Intent) has been issued to the contractor.
11. That whenever under this contract or otherwise ' any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
12. That all charges on account of Octroi, terminal and sales tax or other duties on materials obtained for the work shall be borne by the said contractor.
13. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions thereof contained in these presents and the liability of the said contractor either of past or further compensation shall remain unaffected.
14. That the expression of BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.
15. This contract is subject to RANIPET (Tamil Nadu) jurisdiction.
16. The document hereto attached viz., Shall also form part of this agreement.

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17. General conditions of contract attached to the notice inviting tender shall form part of this contract in so far as any thing is not provided specifically in this agreement.

18. In witness here of the parties have respectively set their Signatures in the presence of:

Witnesses with full address:

1.

2.

Signature of the contractor

(to be signed by a person holding valid power of

Attorney for the company)

Date:

For and on behalf of BHEL

Date:

Witnesses with full address:

1.

2.

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PROFORMA FOR SECURITY DEPOSIT

This deed of Guarantee made this day of _____ by Messers. _____ (here in after called the Bank) in favour of Messers. Bharat Heavy Electricals Limited, Ranipet having its registered office at New Delhi (hereinafter called the Principal)

Whereas Messers. _____ (hereinafter called the contractor) has entered into a contract with Bharat Heavy Electricals Ltd., Ranipet, arising out of Letter of Intent no. _____ dtd. _____ addressed by the Principal to the contractor (hereinafter called the said agreement) for _____ .

And whereas the said agreement provides that the contractor shall pay a sum of Rs. (Rs. _____ only) towards 50% of the full security deposit to be made in the form and manner therein specified.

And whereas the contractor has approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

Now, therefore, these presents witness that we the Bank by the hand of Mr. _____ its lawful and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. _____ (Rs. _____ only) without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. _____ by virtue of this guarantee against any loss or damage caused or suffered by the principal by reasons of any breach by the aforesaid contract of any of the terms and conditions, stipulations or undertakings of any one of them contained in the said agreement (the decisions regarding the breach, loss, damage or payment due being solely in the discretion of the principal).

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We further undertake to pay without demur the aforesaid amount in a lumpsum on demand or such part thereof as the principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any court, tribunal or arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concessions or time being granted by the principal, to the contractor in or for fulfilling the said agreement between the contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change and /or variation of the terms and / or variation of the terms and / or conditions of the said agreement is hereby specifically waived by us. Further we shall not be released from this guarantee by any forbearance or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments of all money due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the principal) unless this guarantee is extended by agreement.

Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the courts having jurisdiction over Ranipet (N.A. district, Tamil Nadu).

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And lastly the bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.

The bank hereby declares that it has issued this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authority of the bank.

Date:

(Name of the Bank and Place)

Seal:

Designation of the authorised person
signing the guarantee

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PROFORMA FOR NO DEMAND CERTIFICATE

1. Name of the work:

2. Agreement no and date:

3. I / We certify that

a) I/We have completed the above work to the entire satisfaction of BHEL.

b) I / We have handed over all the balance materials, components, tools and tackles, machinery and other equipment to BHEL.

c) I / We have received the final payment from BHEL for the above work.

d) I / We have no further demand whatsoever from BHEL.

I/We therefore request you to refund to me/us the security deposit of Rs. _____ (Rupees only) and the bank guarantee no: _____ dtd: _____ for Rs. _____ after deducting all cost of expenses or other amounts that are to be paid by me / us to BHEL under this contract or other contract entered into by me / us with BHEL.

SIGNATURE OF THE CONTRACTOR
WITH SEAL

Place:

Date:

Witness: 1.

2.

3.

BHEL

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ANNEXURE - C

DETAILS OF PREVIOUS EXPERIENCE / SIMILAR WORKS IN PROGRESS

Sl.No	Agency by whom awarded	Location of project	Scope of work	Starting date of the contract	Contract Value	Completion date of the contract	Max. no. of persons deployed / shift.

BHEL

Contractor