

**Summary**  
**Technocommercial Bid**

- |     |   |   |          |
|-----|---|---|----------|
| 1)  | Name of the Contractor  | : |          |
| 2)  | Name of work  | : |          |
| 3)  | Tender Notice no & Date, Item No.   | : |          |
| 4)  | Details of DD/Cash paid.<br>D.D or Cash receipt No. for EMD<br>D.D for cost of tender documents<br>when downloaded.<br>( to be enclosed along with this Bid). | : |          |
| 5)  | Penalty<br>0.50% of the gross value work will<br>be levied for every week's delay by the<br>agency subject to a maximum of 10%<br>of the work.                | : | Accepted |
| 6)  | ESI No.<br>( copy to be enclosed )  | : |          |
| 7)  | PF CODE No.<br>( copy to be enclosed )  | : |          |
| 8)  | PAN No.<br>( in case not available, proof of<br>having applied with acknowledgement<br>from concerned authorities.  | : |          |
| 9)  | VAT No.<br>( in case not available, proof of having<br>applied with acknowledgement<br>from concerned authorities )   | : |          |
| 10) | Labour licence<br>( Central / State Government)<br>before commencement of work  | : |          |
| 11) | Experience  | : |          |
| 12) | Turnover  | : |          |

**NOTE:**

1. Without PAN and APGST No. contractor's bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinised on the same day. In case the agency has not satisfied all the above conditions with documentary proof, the bid will be rejected and their price bid will not be opened.

Signature of Contractor(s)

Accepting Authority

3. In case of a firm, shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same. Otherwise the offer will be rejected.
5. All the columns shall be filled with proper information.
6. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without any reasons there of.

Signature of Contractor(s)

Accepting Authority

**Annexure-II****PRICE BID****Name of work :** Attending Dak Distribution, Housekeeping & Customer Hospitality

Sl. No.	Description of work	Total Approx. Qty. of work / Tender value of the work	Operations per day.	Period	Quoted Rate Per Day of operation
1.	For attending dak distribution, house keeping, customer hospitality etc.	5436 Operations / Rs. 27.49 Lakhs*	18	01-04-2011 to 31.03.2012	In figures Rs.  In words (Rupees _____ _____ _____ only )

\* no corrections are permitted please.

\*Contract value may vary depending upon actual requirement.

**Signature of the Contractor(s)****Accounts officer/Fin.**

Signature of Contractor(s)

Accepting Authority

Telephone No. 23184198

Telegram : BHARATELEC

**TENDER NOTICE NO. HY:FAD:ADMN:59:2011-2012DT. 03.03.2011**

**Item No. 1**

- 1. Name of work : For attending distribution of files, circulars, documents, filing activities, removal of carbon and customer hospitality like preparation of tea and serving of tea and snacks etc.
- 2. Earnest Money Deposit : Rs.60,000/-
- 3. Time of Completion : 12 (twelve) months
- 4. Maintenance Period : 01.04.2011 to 31.03.2012
- 5. Last date of receipt of tenders : 21.03.2011 up to 13.00 hrs.
- 6. Date and time of opening of tenders : Techno commercial bid  
On 22.03.2011 at 11.00 hrs
- 7. Cost of tender documents including S.T. : Rs.500/-

ISSUED TO : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMD PAID / NOT PAID

Signature of Contractor(s)

Accepting Authority

**I N D E X**

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Signature of Contractor(s)

Accepting Authority

**NOTE**

1. The quantities shown above are approximate and liable for variation.
2. All BHEL General Conditions of the contract shall be applicable.
3. Any statutory increase in the Labour wages during the period of execution shall be borne by the agency.
4. The agency should affix his signature at the end of the each page of the document.
5. The rates quoted shall be for finished items of work including all lifts, loads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
6. The department reserves the right to split and award the work to more than one agency.
7. The Contractor should follow all the safety precautions while executing the work.
8. The contractor or his authorized representative shall be always present at the work site
9. The contractor shall submit the daily progress report to the Officer/Engineer-in-charge.

Signature of Contractor(s)

Accepting Authority

## TENDER NOTICE

**NO. HY:FAD:ADMN:59:2011-2012 DT. 03.03.2011**

1. **Sealed Tenders will be received in respect of techno commercial bid and Price bid by the Manager (Finance/Admn.), Finance & Accounts Department, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad 502 032, at his office up to 13.00 hours on 21.03.2011 in respect of the work of attending Distribution of DAK, House keeping and Customer Hospitality work in Finance & Accounts Department at Ramachandrapuram, Hyderabad – 502 032. A.P. Tenders for techno commercial bid will be opened at 11.00hrs on 22-3-2011 at 11.00hrs by the Accounts officer (Finance/Admn.) Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032 at the place aforementioned.** The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any therein in the presence of the tenderers who may be present at the time. The tender should be in the form obtainable from the Office of the Manager (Finance/Admn). The Andhra Pradesh Detailed Standard Specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees description specification sheets regarding materials etc., can be seen at any time between **09.00 A.M. to 12.00 Noon in the Office of the Manager (Finance). Finance & Accounts Department.** Tender forms and other particulars regarding the proposed work can be obtained on any working day from **09.00 to 14.00 hrs., up to 21.03.2011 on payment of the prescribed sum of Rs.500/- per set as non-refundable.**
2. Tenders must be submitted in sealed covers and should be addressed to Manager (Finance/Admn.), Finance & Accounts Department, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad 502 032, the name of the tenderer and the name of the work being noted on the cover. If the tender is made by an individual, it shall be signed with his full name and his full address shall be given. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.
3. Each tenderer must pay as **Earnest Money, a sum of Rs.60,000/-/- (Rupees Sixty thousand only)** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Manager ( Finance/Admn.) B.H.E.L., Ramachandrapuram, Hyderabad 502 032.
  - a) Cash Receipt from B.H.E.L., Cash Office.
  - b) Bankers Cheque, Demand Draft from Nationalised Bank.

The earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of Security Deposit for the due performance of the contract, and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

Signature of Contractor(s)

Accepting Authority

When a tender is to be accepted the tenderer whose tender is under consideration, shall attend the Office of the Manager (Finance/Admn. ) on the days fixed by written information to him. He shall forth with upon intimation being given to him by the Manager ( Finance/Admn. ) of acceptance of his tender, complete the execution of the acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of the Earnest Money Deposit.

**4. Earnest Money Deposited by the Contractor will be forfeited if:**

- i) After opening the tender, the Contractor's revokes his tender within the stipulated period or increases his earlier quoted rates.
  - ii) Does not commence the work after it is, awarded to him/them within the time specified in the letter of indent, if only a part of the work as shown in the tender is awarded, the amount of Earnest Money will be forfeited with regard to the estimated cost of the work so awarded.
5. Tenderers shall peruse carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given. The quantities are given with a view to enable the tenderer to quote his lower all rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
  6. The Accounts officer (Finance/Admn. ) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons therefor.
  7. Tenders offering a percentage deductions from or increase on the estimate amount and those not submitting in proper form or in due time will be rejected.
  8. The offer shall be valid for a period of 90 days from the date of opening of the tender.
  9. Security Deposit should be collected from the successful tenderer.

The rates of security deposit will be as below:

- |    |   |  |
|----|---|--|
| a) | In the case of works costing up to Rs.10.00 Lakhs                   | 10% of the value of work                                     |
| b) | In case of works costing above Rs.10.00 Lakhs up to Rs. 50.00 lakhs | 1.00 lakhs + 7 ½ % of the exceeding Rs. 10.00 lakhs          |
| c) | In the case of works costing more than Rs.50.00 Lakhs               | Rs. 4.00 lakhs + 5% of the amount exceeding Rs. 50.00 lakhs. |

The security deposit should be collected before start of the work by the contractor.

Signature of Contractor(s)

Accepting Authority

10. Security Deposit may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act)
  - ii) Pay order, Demand Draft in favour of BHEL.
  - iii) Local cheques of scheduled Banks, subject to realization.
  - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc.  
( Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
  - v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c. BHEL, duly discharged on the back.
  - vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
  - viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
  - ix) The security deposit shall not carry interest.

**NOTE:**

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

Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

Signature of Contractor(s)

Accepting Authority

## DIRECTIONS TO PARTIES FOR TENDERING

- 1) Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefor. In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

If a certificate had already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.

Each tenderer shall also enclose copies of valid contract labour License, evidence of coverage under ESI scheme group insurance for workers and P.F. code numbers.

All tenders received without the documents as aforementioned will be summarily rejected.

- 2) Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the Standard Specifications, or in this tender notice or as required by the Senior Engineer (Civil) having jurisdiction for the time being over the work, herein-after called Senior Manager (Civil), should have the due approval before the supply to site or work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of tools etc.,
3. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor
4. The tenderer should quote specific rates for each item in the schedule and the rates should be in rupees and paise. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legible and free from erasures. Over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialling, dating and rewriting. No alteration which is made by the tenderer in the agreement from the conditions of agreement the drawings or specifications accompanying the same will be recognized and if any such alterations are made the tender will be void.

Signature of Contractor(s)

Accepting Authority

**TENDER FOR THE WORK**

I/We \_\_\_\_\_ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made, for the quantity of work executed at the respective rates specified in the following schedule:

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard Specifications and the clauses of the preliminary specifications and that I / We have made such examination of the contract documents and of the specifications etc., and of the location where the said work required to be done and in regard to the material required to be furnished as to enable me / us thoroughly to understand the intention of same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I / We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirements, covenants, agreements, stipulations restrictions and condition I / We

enclose an income tax verification certificate. I / We \_\_\_\_\_ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given

\_\_\_\_\_.

SIGNATURE OF THE CONTRACTOR(S)  
ADDRESS

Signature of Contractor(s)

Accepting Authority

**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specifications and General Conditions of contract for the various items of work specified in the Schedule 'A' and the work as a whole.
  
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time.

I shall also adhere to all the statutory obligations under Contract Labour (Regular and Abolition) Act 1970 and Rules framed there under with subsequent revisions if any.

Date : \_\_\_\_\_

SIGNATURE OF CONTRACTOR(S)

Signature of Contractor(s)

Accepting Authority

## GENERAL TERMS & CONDITIONS

1. The Contractor shall comply with the following general terms and conditions and special instructions.
2. The Contractor shall fully comply with the following enactment.
  - a. Contractor Labour (R & A) Act, 1971
  - b. Wage Rates not less than that notified by State Labour department from time to time.
  - c. Payment of Wages Act.
  - d. ESI Act, 1948
  - e. EPF Act, 1952
  - f. Workmen's Compensation Act, 1923
  - g. The Company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc.
3. The Contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen.
4. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executive Officer of the Company.
  - a. Form XIII - Register of Workmen employed by the Contractor (Rule – 75)
  - b. Form XIV - Employment card issued by Contractor (Rule 76)
  - c. Form XVI - Muster Roll (Rule 78 (1) (a) (I) ).
  - d. Form XVII - Register of Wages (Rule 78 (1) (a) (I) ).
  - e. Form XVIII - Register of wages – cum Muster Roll (in case of weekly payment).
  - f. Form XIX - Wage Slip (Rule 78) (b).
  - g. Form XX - Register of deduction for damages or loss (Rule 789 (1) (a) (ii) ).
  - h. Form XXI - Register for files (Rule 78 (1) (a) (ii) ).
  - i. Form XXII - Register of advances (Rule 78 (1) (a)(ii) ).
  - j. Form XXIII - Register of overtime (Rule 78(1)(a) (iii) )
  - k. Form XXIV - Return to be sent by the Contractor to licensing Officer (Rule 82 (1)

The Contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

5. The contractor shall observe
  - (a) Weekly rest day.
  - (b) The Company list of holidays
6. Contractor shall obtain complete bio-data of the Labour employment certificate and antecedent verification in the prescribed form for each Labour and Supervisor engaged by him, and shall submit the same to the Personnel Department / IR Section through the Contract executing Officers before commencement of the work.

Signature of Contractor(s)

Accepting Authority

7. Every Contractor shall submit a notice regarding commencement and completion of work in Form – VI A & B (Rule 25 (viii) \* 81 (3) ) to Personnel Department, IR Section through his contract executing Officer, for forwarding the same to State Labour Department.
8. The Contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision.
9. The Contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities, Factory Inspectors ESI inspectors, or any other such authorities under the Act.
10. Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or positing in a Post Box regularly maintained by the Post and Telegraph Department or sending Letters registered for acknowledgement of any notice, Letter or other communication to the Contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
12. The Contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute / complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature of omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the Contractor himself.
14. Contractor on the advice of the Company official shall immediately remove any person employed by him, who may in the opinion of the Company Official is incompetent or misconduct himself and such persons shall not be again employed on the work without written permission of the Company Official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.

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16. The Contractor shall give all notice required by the acts, regulation, bylaws, Legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or Liability arising from or based on the violation of any such Laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify the company against any claims for damages for injury to the person or property resulting from any such accidents and shall where the provisions of the workmen's compensation act apply, take steps to properly insure against any claim there under.
18. In the event of accident in respect of which compensation may become payable under the workmen's compensation act. VIII of 1923 whether by the contractor or by the company as principal, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum sums of money as may, in the opinion of the company shall be final in regard to all matters arising in this clause.
19. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
20. The Contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
21. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.
22. The contractor shall indemnify the company against all Losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
23. The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract Labour. The contractor shall get himself licensed from the State Labour Commissioner as a contractor in accordance with AP Contract Labour (R & A) rules, 1971. It is understood by the Contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being Licensed as

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a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfillment to all statutory requirements including those contained in Labour Commissioner's notification No. D1/8385/79 in respect of employment conditions for contract Labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions / wage rates for contract Labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract Labour (Regulation & Abolition) Act, 1971 will make the agreement liable for immediate termination. Valid contract Labour License shall be produced to company for verification before entering into the contract.

24. The Contractor shall ensure abidance by all the Labour Laws especially including contract Labour (R & A) Act, Payment of Wages Act, Workmen's Compensation Act, Minimum Wages Act, ESI Act and Provident Fund Act as amended from time to time.
25. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under. He should furnish challans towards the P.F. recovered and remitted every month.
26. Notwithstanding the above clauses, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
27. The Contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
28. The contractor shall not resort to sub contracting under any circumstances.
29. The Contractor shall provide the required safety equipment to the Labours engaged by him.
30. Contractor shall issue "Employment Card" to all Labour and supervisors covered under the job work contract.
31. A copy of the agreement between contractor and his Labour shall be submitted to the Personnel Department.
32. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.

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33. The quantities mentioned in the agreement schedule are worked out based on assessment and may or may not be actuals required for execution.
34. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
35. All the work shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
36. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
37. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.,
38. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
39. Contracts shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
40. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
41. It's open to the company to lend or supply to the contractor any tools, implements materials and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
42. The contractor shall conform to the regulations and Laws of central / state Govt., or any local authority and that of the company with whose system the machinery is supposed to be connected.

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43. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
44. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
45. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
46. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to this contract.
47. In case of any suit or other legal proceeding arising under this contract the courts at Sangareddy (Medak District) A. P. only shall have the jurisdiction.
48. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
49. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
50. The Labour employed by the contractor, if found in beating any fellow labour or contractor or any BHEL employee, the same shall be considered as an act of indiscipline. Such Labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactment of State and Central Government.
51. Wherever BHEL /COMPANY standards are mentioned copies of which are enclosed shall be strictly followed.

Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice letter or other communication upon the contractor personally.

The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes procedures etc.,

Signature of Contractor(s)

Accepting Authority

**Special instructions:**

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Officer Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to parties in tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission, deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender". Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understood thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender

Signature of Contractor(s)

Accepting Authority

dispute / complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature of omission of the work to be done nor shall be accepted by BHEL in regard to the above.

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations, connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee in the prescribed Proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
11. This is a time bound contract for a period mentioned and does not envisage any escalation of price.
12. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.

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**(SPECIAL CONDITIONS – SAFETY)**

1. The following are a few of safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken assuring total safety.
3. The contractor shall keep a supervisor always at work site.
4. The Contractor shall supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
5. Power shut down shall be taken before commencement of the work wherever power cables are running.
6. Proper and necessary scaffolding and Ladders are to be used for carrying out all types of works.
7. The contractor should be prepared to work inside the factory area and at Administrative Building as per the requirements.

***SIGNATURE OF CONTRACTOR(S)***

***ACCEPTING AUTHORITY.***

\* Tender documents can also be send through Registered Post with the acknowledgement due so as to reach " **Accounts Officer / Admn., Vendor Complex, BHEL R.c.puram, Hyderabad**" on or before **21-03-2011, 13:00 Hrs.** Tender documents reached after the due date are not considered. Postal delays are not considered.

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