



**B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D**  
Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad - 502 032  
Phones : 040- 23182169, FAX: 040- 23020154, e-mail : kvsk@bhelhyd.co.in

**PROJECTS DEPARTMENT**

**TENDER NOTICE**

Sealed Tenders in two separate covers, are invited by the Dy. General Manager /Projects , from the reputed agencies / firms experienced in similar works with Govt. of India, Govt. of A.P, Railways, M E S, Public Sector Undertakings, reputed Industrial / Business houses for the following works to be **dropped in the Tender box provided at Vendor complex** behind Admn. Building, B H E L, Ramachandrapuram, Hyderabad 502 032 upto **11.00 Hours** on the dates specified and **the Tenders will be opened on the same day at 13.15 Hours in vendor complex behind Admn building.**

The tenders will be issued on all working days between **9.00 Hours and 14.00 Hours** at the office of **Dy. General Manager (Projects/Planning)** on submission of proof of documents as listed below. The agencies can download tender documents from BHEL web site/Central Public Procurement Portal till the due date of opening. **The last date for receipt of Tenders as per the dates mentioned below.**

Sl. No.	Name of work	Approx. Estimate Amount (Rs. in Lakhs)	Earnest Money Deposit (Rs in Lakhs).	Period of contract Upto	Cost of Tender Document (Rs)		Sale of Tenders (09.00 hrs to 14.00 hrs)		Last date for receipt (11.00 hrs) and opening of tenders. (13.15 hrs)
					If Purchased from BHEL	If down loaded from web	From	To	
	<b>Tender Notice No: PROJ-EC/ELEC/OT/2012-13/06, Dt: 02.07.2012 .</b>								
1	<b>Mechanical works and assistance to erection experts for CNC VTL 6M in GT Complex.</b>	<b>4.62</b>	<b>0.10</b>	<b>9 Months</b>	<b>500/-</b>	<b>250/-</b>	<b>10.07.12</b>	<b>24.07.12</b>	<b>25.07.12</b>

The tenderer must possess P.F. and ESI codes. Documentary requirements of minimum turnover, experience, labour licence, PAN No., VAT Reg.No., Service Tax Reg. shall be submitted as demanded in the techno commercial bid. All corrigenda, addenda, amendments, time extensions clarifications, etc to the tender will be hosted on BHEL website [www.bhel.com](http://www.bhel.com). Bidders should regularly visit websites to keep themselves updated. The agencies are advised to visit to the site to understand the nature of work / quantum of work in its true perspective to avoid any complications. For full details of tender documents, please visit web sites <http://www.bhel.com> , [www.eprocure.gov.in](http://www.eprocure.gov.in) on the above mentioned dates.

**Dy. GENERAL MANAGER**  
Projects Department

## PRE-QUALIFICATION ( Mechanical works )

- I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical).
  1. Average annual financial turnover for the three Years 2008-09, 2009-10 and 2010-11 should be at least 30% of the estimated cost.
  2. Particulars of experience / credentials for the **Mechanical works** executed during last 7 years ( work Completion/execution certificate to be enclosed ) ending last day of month previous to the one in which applications are invited should be either of the following:
    - (a) Three completed/executed Mechanical works costing not less than the amount equal to 40% of the estimated cost **OR**
    - (b) Two completed/executed Mechanical works costing not less than the amount equal to 50% of the estimated cost **OR**
    - (c) One completed/executed Mechanical work costing not less than the amount equal to 80% of the estimated cost.
  3.
    - (a) ESI Code
    - (b) P.F.Code No.( if available ), In case not available, the agency shall submit the PF Code No. before commencement of work.
  4. **Labour License ( Central Government ) before commencement of work as per the Contract Labour ( R&A) Act 1971(if the agency engages twenty or more workmen).**
  5. It is required to furnish **VAT registration certificate** issued by VAT Registering Authority, Commercial Tax Office, and **Service Tax registration Certificate** in respect of all works.
  6. PAN No.
  7. EMD / Cost of document - RECEIPT/DD.
- II. Tender documents can also be had through BHEL Web site ( [www.bhel.com](http://www.bhel.com)), cost of documents, EMD shall be paid in the form of Demand Drafts or Bankers cheques and separately enclosed to the Tender bid ( Technical Bid ).
- III. The requisition for Tender documents shall be given in person to Dy.General Manager/Projects BHEL, Ramachandrapuram, Hyderabad-502032 along with Demand Draft / Bankers cheque drawn in favour of “BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD” or payment of cash in BHEL Cash Office (No other mode of payment will be accepted). Tender documents shall be collected in person by the contractor or his representative. In case of Tender application & Tender documents downloaded from WEB SITE, the Tenderer shall pay cost of Tender documents and EMD for item of work he is tendering separately by means of two separate DDs ( in favour of BHEL, R.C.Puram, Hyderabad) one towards Cost of Tender Documents and second towards EMD . Both DDs shall be enclosed along with Technical Bid.
- IV. Penalty: 0.5% of the gross value of the work will be levied for every weeks delay by the agency, subject to a maximum of 10% value of the work.
- V. Quotation should be valid for a period of **120 days**.
- VI. Period of completion of work is 09 months.
- VII. Tenders not fulfilling the above conditions are liable for rejection. **The semi filled, incomplete Tender Documents will be rejected.**
- VIII. **If the Bidder deliberately gives any wrong information in his Tender to create in circumstances for the acceptance of his bid, BHEL reserves the right to reject such Tender/application.**
- IX. **Bidders should regularly visit BHEL website ( respective NIT) to keep themselves updated for corrigenda, addenda, amendments, time extensions, time reductions, clarifications etc. and shall submit the Tender documents accordingly. Tenderers are requested to check NIT/ BHEL Web site always before submission of Tenders.**

Dy.GENERAL MANAGER/ PROJECTS

**TENDER BOX IS AVAILABLE AT VENDOR COMPLEX , BEHIND ADMN.BUILDING  
FOR DROPPING FILLED TENDERS UPTO ( 11.00 HRS ) ON DUE DATE**

**B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D  
RAMACHANDRAPURAM : : HYDERABAD – 502032  
PROJECTS DEPARTMENT**

TELEPHONE No.:040- 23182169, FAX No.: 040–23020154, e-mail : kvsk@bhelhyd.co.in

**TENDER NOTICE No.: PROJ-EC/ELEC/OT/2012-13/06 dtd 02.07.2012 ( Item No . 1 ).**

1. Name of work : Mechanical works and assistance to erection experts for CNC VTL 6M in GT Complex.
2. Earnest Money Deposit : Rs 10,000/-.
3. Time of Completion : **Nine Months** from the date of commencement.
4. Maintenance period : **Six Months** from the date of completion.
5. Sale of Tenders from :10.07.2012.
6. Last date of receipt of Tenders : 25.07.2012 upto 11.00 Hrs. Tender Box is available at Vendor Complex, Behind Admn.Bldg.
7. Date and time of opening of Tenders : 25.07.2012, after 13.15 Hrs.
8. Estimated Amount : Rs 4,61,800/-, Service Tax & VAT Extra.
9. Cost of Tender documents : **Rs. 500.00**  
( Non Refundable ) **Rs 250/- if downloaded from Web site and Submitted.**

Full Name & Address:

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E- Mail id: \_\_\_\_\_

Contractor Code No:  
( BHEL issued No. ) \_\_\_\_\_

**EMD : EMD PAID / ONE TIME EMD**

( Please tick the above )

## TENDERING PROCESS

- A. Tender box is kept / available at VENDOR COMPLEX , BEHIND ADMN.BUILDING for dropping / submitting the Tenders and Tender box will be closed at 11.00 Hrs on due date.
- B. Tender documents are issued in two bid system.
  - 1. Technical bid
  - 2. Price bid
- C. Tender opening

On the day of tender opening i.e., 25/07/2012, after 13.15 Hrs., only TECHNICAL BIDS will be opened and evaluated. After scrutiny and acceptance of the technical bids, price bids of qualified Agencies only will be opened at a later date and date of opening of price bids will be intimated separately.

- D. The technical bid consists of technical schedule & General Conditions requiring documentary proof. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.

E. Technical and price bids must be in separate covers and superscribed as "Technical bid" and "Price Bid" separately with Tender Notice No., Item No., Name of the work, NIT No./Tender ID No. and address of the agency with Contact Nos. shall be clearly written on both the covers. The Tenders should be addressed to The DGM/Projects, Projects Department, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502032. Tenders received mixed (with price and technical bids) will be rejected. Every page of the Technical Bid and price bid document shall be signed and stamped by the Tenderer at the bottom of the page.

- F. In case of tender application and tender documents downloaded from web site, the Tenderer shall pay cost of tender documents and EMD for item of work he is tendering separately by means of two separate DDs/Bankers Cheques (in favour of Bharat Heavy Electricals Limited, R.C.Puram, Hyderabad) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid. DD's/Bankers Cheques may be drawn for cost of tender documents upto last date of receipt of tenders.



S.No	Description	Data to be filled by Bidder/Contractor
7	VAT Reg.No: (Copy to be enclosed)	:
8	LABOUR LICENCE- <a href="#">Central Government</a> - (Copy to be enclosed if available ) Valid up to : In case not available, party shall submit the Licence before commencement of the work as per the Contract Labour ( R&A) Act 1971 ( if the agency engages 20 ( twenty ) or more workmen) .	:
9	<u>Annual turnover</u> during 3 years period – Fin.Year 10-11, 09-10 and Year 08-09. ( <b>Audited/CA Certified</b> ). ( supporting documents with Saral , <b>Audited/CA Certified</b> P&L Account and Balance Sheets are to be enclosed )	Fin.Year 10-11 :  Fin.Year 09-10 :  Fin.Year 08-09 :
10	Service Tax No (Copy to be enclosed)	:
11	The acceptance for payment of Service Tax under head “ <b>Works Contract Services</b> ” and shall opt for <u>COMPOSITE SCHEME</u> . ( If the registration under the head “ Works contract Services” is not available, same shall be registered and submitted before commencement of the work).	: <b><u>Accepted</u></b> / Not accepted ( Please tick one of the above option )  (If not accepted please submit the reasons for the same.)

## NOTE:

- Without PAN ,VAT TIN No., and Service Tax Registration Nos contractors bills cannot be processed and payments will be held up.
- Technical bids will be scrutinised by the Dept and 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.
- In case of a firm, the documents shall be in the name of the firm. However in case of sole proprietor or individuals these documents shall be on the name of the sole proprietor or individual.
- 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.
- All the relevant columns shall be filled with proper information. The unfinished/wrongly filled/incomplete Tender Documents ( Technical Bids / Price Bids ) will be rejected.**
- BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason. The Tender will be finalized on the lowest cost to BHEL.
- Any other works not mentioned but required for completion of the project are to be carried out by the contractor with mutually agreed rates and vetted by Finance.
- BHEL reserves the right to reduce/increase/delete the items/quantities mentioned in the schedule.**
- Party shall comply all applicable( State/Central) legal & statutory requirements before commencement of the work.**
- The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.**
- Tenders submitted without EMD /Cost of documents will be rejected.**

Signature of Contractor(s).

## TECHNOCOMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

- 1 **The Tenderers are required to quote their tender value in percentage ( % ) basis at excess or less or on par with estimated value.( The agency shall quote (+) or (- ) or on par with estimated value). The quoted value in percentage ( % ) shall be written in Figures and words over the BHEL estimate value given in the Price bid. In case of any difference in words and figures the percentage given in words will be considered for comparison and for awarding the work.**  
**If the the agency quotes for any two variants ( + or - or on par )at a time, the lowest value will be considered for evaluation of Tender.**  
In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest value. No agency shall quote more than his original tender rates, while re-quoting.
- 2 The tenderer should quote the value inclusive of all taxes & duties ( except VAT & Service Tax ) levied by State and other Government organizations as well as all local authorities as applicable. **The VAT and Service tax are extra which will be paid by BHEL to the agency after submission of necessary documents.** Interest and penalties paid/payable by the Contractor will not be reimbursed by BHEL and entire implication is only to be borne by the agency. The Tenderer shall indicate the rate of applicable taxes and duties for the work executed. Tenderer shall indicate all exemptions on account of threshold limit or special notifications under any stature.
- 3 If the due date of tenders opening extended because of poor response the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation. **If the Tender is not opened on due date due to any reasons/unavoidable circumstances/the date of opening happens to be a declared holiday at a later date, the same will be opened on next working day at the stipulated time.**
- 4 Bills /material proof of entry inside factory area shall be shown to the Engineer  
- incharge for the bought out items.
- 5 The tenderer shall accept all the terms and conditions of the techno commercial bid of the tender document. In case same is not confirmed by the tenderer , the offer will be liable for rejection.
- 6 The tenderer shall not include any additional conditions / alter conditions either in the techno commercial bid or price bid.
- 7 All materials of BHEL free issue shall be lifted by the bidder from BHEL stores and transported to worksite . Also the agency shall return the leftover materials to stores. The rates shall include transportation costs also.
- 8 Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
- 9 Sub- contracting is not permitted under any circumstances without written consent of BHEL.
- 10 Contract to be closed in all respects including final measurement recording in M book and submitting the bill within two months from the completion time as mentioned in the tender or Approved date of completion whichever is later.
- 12 BHEL shall have the right to reject any tender based on past unsatisfactory performance.

CONTRACTOR(S)

ISSUING OFFICER

### **Special Instructions: -**

1. All BHEL General Conditions of the Contract shall be applicable. A copy of which is available in the office of Sr.DGM/Planning ( Civil ) for perusal.
2. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the firm rates considering the possible labour escalation also.
3. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
4. The department reserves the right to split and award the work to more than one agency.
5. The contractor should follow all the safety precautions, special conditions of safety attached while executing the work.
6. The contractor should engage labours whose age is above 18 years.
7. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
8. The tenderer shall comply with all statutory requirement pertaining to the state or any government agencies or authorities Example, **PF, ESIC, workman's compensation & personnel accidents insurance** . The company will not be responsible for any claim made by the workers or government agencies / authorities.
9. Time is the essence of the contract . If agency fail to complete the work with in stipulated time , agency is liable to pay penalty as mentioned below.  
0.50% of the gross value of work will be levied for every weeks delay by the agency subject to a maximum of 10% value of the work.
10. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management and the agency shall comply all the standards from time to time.
11. Agency will also ensure that qualified and experienced site staffs are available at all times during working hours in order to ensure proper supervision and to maintain the quality . You should take precaution regarding the safety of labour during the execution of the work. company shall not accept responsibility for the safe keeping of your tools, tackles and materials etc., you will therefore provide and maintain at your own cost locking , watch and ward when and where necessary .
12. **Safety shoes, masks and gloves etc:**  
Safety shoes, gum boots, gloves, masks, helmets/summer caps etc shall be provided by the agency for each worker.

CONTRACTOR(S)

ISSUING OFFICER



**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM : : HYDERABAD – 32.**

## **TENDER DOCUMENTS**

### **INDEX**

1. Directions to Parties for Tendering
2. Tender for the work
3. Tenderer's and Contractor's Certificate
4. General Terms and Conditions
5. Special conditions (Safety) & Tidiness at Site etc.
6. Schedule – A : Schedule of rates and approximate quantities - PRICE BID.  
( uploaded into the web site in a separate file )

## DIRECTIONS TO PARTIES FOR TENDERING

1. Subsidiary items such as water for work, clearing and marking out site, hire of tools and plants should be separately entered. If such items are not so entered, it will be assumed that the rates quoted, in the schedule include provision for them also.
2. Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefore. In the case of proprietary 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.
3. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. The best class of materials shall be used on the work. In every case, the materials as comply with the relevant standards specifications
4. 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 to the contractor.
5. The tenderer should quote specific rates for items in the schedule in percentage ( % ) basis as given in the Price bid and the rates should be in rupees and paise. . The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the agreement form, 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 CONTRACTORS(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 specification 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 is to be done and such investigation of the 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 the said requirements, covenants, agreements, stipulations, restrictions and conditions I /We, \_\_\_\_\_ enclose a income tax verifications 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 Contractor (S)  
Address

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 it's 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 Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" ( Price Bid ) 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 (Regulation and Abolition) Act 1971 and Rules framed thereunder with subsequent revisions if any .

Date \_\_\_\_\_

SIGNATURE OF CONTRACTOR(S)

GENERAL CONDITIONS APPLICABLE TO ELECTRICAL & MECHANICAL WORKS CONTRACTS.

Following are the “ General conditions applicable to Electrical & Mechanical Works Contracts”. Contractors shall be basically bound by the clauses mentioned herein. However, contractors shall also be bound by such of the clauses mentioned in General conditions of contract for supply, supervision, erection of equipment and electrical installations annexed with this, which are not incorporated in the first said general conditions and which are applicable to Work Contracts.

1. Before submitting the tender, the tenderer shall be deemed to have carefully examined the tender documents (specifications, general conditions) and have satisfied himself by actual inspection of the site of the work and also conditions liable to be encountered during the execution of works are taken into account and the rates quoted are adequate and also inclusive.
2. Should a tenderer find discrepancies in or omissions from the drawings or any of the tender documents or should be in doubt as to their meaning should at once obtain the clarification from the accepting authority. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be noticed and shall make no subsequent claim or account thereof.
3. Words imparting the singular number shall also include the plural and vice-versa where the context requires.
4. Before submitting the tender, tenderers should sign on each and every page of the tender documents including drawings.
5. POWER TO VARY OR OMIT WORK: The tenderer shall quote his rates in Percentage basis ( %) at excess or less or on par with estimated value with reference to items of the schedule. In case of any difference in words and figures the percentage given in words will be considered for comparison and for awarding the work. **The tenderer should quote the item rates inclusive of all taxes ( except VAT and Service Tax which will be reimbursed on submission of valid documents ) and duties levied by State / Central / Other Government Organizations as well as Local Authorities as applicable and should submit proper document evidencing the payment of applicable Tax / Duty, based on which BHEL can avail Credit, Otherwise the payment to the contractor will be reduced to that extent.** While quoting the rates, tenderers are advised to take care of market fluctuation during the period of validity of contract. No claim shall be entertained on account of any extra expenditure. The quantities indicated in the Schedule are approximate and the Contractor must be prepared to execute the job for increase/decrease of quantities, Company shall pay/deduct from Contract at the rates mentioned in the scheduled enclosed with Letter of Intent. Minimum quantities are not guaranteed against any item of the schedule. Where an item or items are not appearing in the tender schedule and where the rates are not given in the schedule, they shall be settled by the BHEL and Contractor jointly.
6. Any erasures and or alterations in the tender documents must be attested by the tenderer, otherwise the tender is liable for rejection.
7. If the tenderer furnished wrong information for the acceptance of the tender, the BHEL reserves the right to reject such an offer/tender and or cancel the contract at any stage of work.

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ACCEPTING AUTHORITY

8. The tenderers shall keep the offer for a period of 120 days from the date of opening the tender within which period, if the contractor revokes his offer or increase the prices, the offer is liable for rejection by forfeiting the Earnest Money Deposit.
9. If the tenderer expires after the submission of his tender or after acceptance of this, the BHEL shall deem such tender as cancelled. If a partner of the firm expires, after the submission of their tender or after the acceptance of their tender, the BHEL shall deem such tenders as cancelled unless the firm retains its character.
10. Tenderers are advised to note incase of negotiations, such negotiations shall not amount to cancellation of original offer. The original offer however shall be binding till the expiry of the validity period.

11. TERMS OF PAYMENTS

Subject to any recoveries or deduction, which the Company may be entitled or authorised to make under this contract or otherwise the Company will pay: -

- a) 75% of the value of non- perishable materials as Secured Advance after Storing the required materials on site and certified by the Engineer incharge against INDEMINITY BOND in the prescribed proforma.
  - b) 100% of the value of the portion of work completed in all respects of any of the items of the Scheduled on progressive execution.
  - c) Amount of the extent of 10%of the agreed rate against each items of the schedule will be deducted towards testing and commissioning wherever necessary and the same will be paid after actual handing over the Installation duly tested and commissioned.
12. This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be adjusted as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract

EMD of the tenderer will be forfeited by BHEL if

- i) After opening the tender / price bid the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.

The successful tenderer has to execute an agreement in the prescribed proforma on a non-judicial stamp paper worth applicable as per value of contract and the expenses of completing the agreement shall be borne by the Contractor. Copy of the Agreement will be given to the Contractor after its approval by the Accepting Department of BHEL.

14. The successful tenderer at the time of executing the agreement is required to produce the following:
- i) Income tax clearance certificate or a sworn affidavit duly counter signed by the income Tax Authority.
  - ii) Affidavit or Partnership Deed or Memorandum and Articles of Association.
  - iii) Power of attorney.

SECURITY DEPOSIT

- 15.1 Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

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Upto Rs.10 Lakhs	-	10%
Above Rs.10 Lakhs upto Rs.50 Lakhs	-	1 Lakh + 7.5% of the amount - exceeding Rs.10 Lakhs.
Above Rs.50 Lakhs	-	Rs.4 Lakhs + 5% of the amount Exceeding Rs.50 Lakhs.

Before commencement of work, the contractor has to deposit the Security Deposit.

15.2 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 Savings 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 Nationalized Banks, BHEL Consortium Bank Scheduled Banks.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 will also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% will be recovered from the running bill.
- VIII. EMD of the successful tenderer will be converted and adjusted against the Security Deposit.
- IX. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl.No.(iv) and (vi) will be subject to hypothecation or endorsement on the documents in favour of 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. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

15.3 Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be Responsible for any depreciation in the value of the securities while in their charge or for any loss of interest there on.

15.4 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or from any sums which may be due or may become due to BHEL and in the event of this Security Deposit being deducted by reason of such deductions as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced. If the contractor fails to execute the contract either fully or partially or violates the contract conditions leading to cancellation of the contract, the security deposit will be forfeited.

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16. The work so far as it is to be carried out in the Company's premises shall be carried out at such time as the Company may approve and so as not to interfere with the conduct of Company's business, but the Company shall given the contractor all reasonable facilities for carrying out the work.
17. **PROGRAMME OF WORKING:**  
The Contractor at the time of executing the agreement shall submit the programme of working i.e. procurement of materials (date of placing the order, expected date of arrival of material) and executing with the date of commissioning and probable date of completion.
18. **RISK PURCHASE:**  
In case Contractor/Supplier withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by Contractor/Supplier and cancel the *Work Order/Purchase Order*. BHEL reserves the right, without any prejudice, to get the work done/procure material through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor/supplier and if price is lower, no benefit on this account will be passed on to Contractor/Supplier.  
If the Contractor fails to commence the work as stipulated in the agreement and or if the progress of work is not satisfactory the agreement is liable for cancellation after informing the Contractor by forfeiting the Security Deposit. The job will be executed by another agency and the excess cost involved in getting the job executed either by another Contractor or departmentally is liable for recovery from payment that are due to the Contractor in connection with the same work or any other work or by recourse to legal action .

**RECOVERY FROM CONTRACTOR:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

19. **TIME OF COMPLETION & EXTENSION OF TIME:**  
The work shall be completed in all respects and handed over, with in time stipulated in the agreement. Extension of time shall be allowed without any penalty in case of the progress of work gets delayed by any act of BHEL or by any other contractor employees by BHEL or any reasons beyond our control which BHEL feels justified. No extension of time shall be allowed unless as an applications made in writing by the Contractor in the prescribed proforma.
- 19.1 **PENALTY.**  
If the Contractor fails to execute the job within the specified period as per the agreement or any extension of time thereof, he shall be liable for unconditional penalty at ½% of the Contract value per week of delay or part thereof subject to maximum to 10% of the total value of the finished contract amount and without prejudice to any other relief or compensation under any other conditions of contract.

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20. **CANCELLATION / TERMINATION CONDITIONS**

a) **CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued /shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall,

- i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- ii) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- iii) Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

b) **CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- i) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors  
OR
- ii) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,  
OR
- iii) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

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- iv) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by competent authority which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by COMPETENT AUTHORITY ,or the same shall be recovered from the Contractor by other means.
- v) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the competent authority, whose decision shall be final and conclusive.

**c) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT**

If the Contractor,

- i) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL.;
- ii) Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- iii) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by COMPETENT AUTHORITY, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by competent authority or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the COMPETENT AUTHORITY, whose decision shall be final and conclusive.

**d) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

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21. The Contractor shall ensure adherence to all the Statutory requirements under the Central/State Rules in respect of Service conditions for the employment of Contract Labour including those contained in Labour Commissioner's Notification No.D1/8385/79. Any violation in respect of observance of Statutory requirements under the Contract Labour (Regulation Abolition) Act, 1970 will make the Agreement liable for immediate termination.
22. **CO-OPERATION WITH OTHER CONTRACTORS:**  
The Contractor shall co-operate with the Company's other Contractors in order to execute the job in an economical and efficient way in fulfilling the contractual obligation.
23. **POSSESSION PRIOR TO COMPLETIONS :**  
The Company shall have the right to take possession of any partially or fully completed part of the work. Such possession shall not be deemed to be acceptance of any work not in accordance with the Contract.
24. Electrical Works shall be executed in accordance with the requirements of Indian Electricity Act, 1937 Rules with all statutory modifications thereof to date and as per relevant Indian Standard specifications amended upto date.
25. The Contractor is not permitted to sub-contract the work without the prior permission of competent authority of BHEL. Even in such cases where the sub-contract is permitted, the whole responsibility of executing the work as per agreement lies with the contractor who entered into the agreement.
26. The work shall be maintained for a period 6/12 month ( or as per NIT ) from the date of satisfactory completion, testing and handing over the complete installation by the contractor and he shall make good for any defects, faults and imperfection (which may appear) at his own cost.
27. In case where the work is to be subjected for inspection of the electrical inspector, the contractor should be present at the time of inspection and or any defects pointed out by the Electrical Inspector should be rectified by the contractor at free of cost.
28. Final layout as well as foundation drawings should be submitted in advance for execution of Civil works.
29. **\_SAFETY MEASURES:**  
Contractors are advised to issue all necessary safety equipments to workers and see that they are properly used by them. Contractors are advised to follow all necessary safety precaution such as providing sign boards and touching the installation with prior permission of the competent authority. All sorts of safety measures to be taken shall be deemed to form an integral part of agreement.
30. **INSPECTION & TESTING AT CONTRACTOR'S PREMISES:**  
The Engineer incharge of the work or his authorised representative shall have all reasonable times access to the Contractor's premises or works. In case of work being executed at other premises, the Contractor shall obtain the permission for inspection of the same by the Engineer incharge of work as if the work is being executed at the Contractor's own premises.

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31 In respect of materials supplied by the Contractor for which any guarantee has been given by the manufacturer for a period more than the maintenance, period for which the contractor is responsible, the Company shall be entitled to such guarantee and the same shall have to be transferred by the Contractor to the Company. All minor jobs whether specified separately or not in the specifications but required for efficient working shall be executed by the contractor with prices quoted.

32. A R B I T R A T I O N :

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Department / Unit. The award of the arbitrator shall be final and binding on both the Parties.

The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

Work under the Contract shall be continued by the Contractor during the arbitration proceeding unless otherwise directed in writing by the Company or unless the matter is such that the Works cannot possible to be continued until the decision of the arbitrators of the Umpire as the case may be is obtained and save has those which are otherwise expressly provided in the Contract no payment due or payable by the Company shall be withheld on account of such arbitration proceeding unless it is the subject matters thereof.

33. That the said contractor has agreed to perform the said work according to the latest Indian Electricity Act & Rules as amended from time to time, the code of practice etc., for electrical wiring, the fitting in buildings Indian Standard IS: 732/1963 as amended upto date and such other conditions as contained in all the specification contained in the contract documents.

34. That all charges on account of octroi, terminal or Sales tax both State & Central and any other rate or charges imposed by any Government or Local Authority on the materials obtained for or in respect of the execution of the said work shall be borne by the Contractor.

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CONTRACTOR'S OBLIGATIONS

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehaviour by any employee, the contractor shall replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

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- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

#### TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1971, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- i. Form XIII - Register of workmen employed by contractor (Rule 75)
- ii. Form XIV - Employment card issued by contractor (Rule 76).
- iii. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- iv. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- v. Form XVIII - Register of wages - cum Muster Roll (in case of weekly payment).
- vi. Form XIX - Wage slip (Rule 78 (b)).
- vii. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii))
- viii. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- ix. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- x. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- xi. Form XXIV - Register 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

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- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.

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- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.

**General Terms and conditions**

- 1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the Contractor.
5. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court.
6. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.

7. 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.
8. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Competent Authority/Personnel.
9. 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/central Labour Department as applicable.
10. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
11. 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.
12. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
13. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting 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. 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.
14. 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 misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
15. 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.
16. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.

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17. 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.
18. The contractor shall give all notices required by the acts regulations , bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the 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 attachments either by himself or by his employees,
19. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments 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 claims thereunder.
20. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act 1923 by the contractor, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
21. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
22. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
23. 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 incharge of the work.
24. 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.
25. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
26. Notwithstanding the clause, in case of any financial loss incurred by the 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.

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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 subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
29. The contractor shall provide the required safety equipment labours engaged by him.
30. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
31. The contractor shall be responsible to settle any grievances of the labour deployed by him.
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 authorised agents, who are entrusted with the work by contractor.
33. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the 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 or delete the quantity of any class or portion of the work as deems necessary.
35. All the works 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. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
39. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.

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40. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
41. 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.
42. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
43. 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.
44. 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 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.
45. It is open to the company to lend or supply to the contractor any tools, implement, material 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.
46. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.
47. 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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48. 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.
49. 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.
50. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the security deposit shall be forfeited and same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's pending bills.
51. 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.
52. In the event of any question or dispute or 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 the contract.
53. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
54. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
55. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
56. The labour employed by the contractor, if found in abetting and fellow labour or contractors 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 enactments of State and Central Government.
57. Wherever, BHEL/COMPANY standards are mentioned, same shall be strictly followed.
58. The decision of the "Contracting 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.

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LIST OF SAFETY PRECAUTIONS TO BE OBSERVED BY THE CONTRACTOR

The Contractor shall take all necessary Safety precautions and arrange for appropriate appliance as per direction of BHEL to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.

The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.

- I. Safety Helmets conforming to IS: 2925, 1984
- II. Safety Belts conforming to IS: 3521, 1983
- III. Safety shoes conforming to IS: 14544, 1998
- IV. Eye & Face protection devices conforming to IS: 1179, 1967
- V. Hand & body protection devices conforming to IS:2573-1975; IS: 6994-1973 and IS: 8520-1978, IS: 578-1985 and IS: 6694.

The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24Volts (DC).

All portable electric tools, used by the Contractor shall have safe plugging system to sources of Power and be appropriately earthed.

All tools, tackles, lifting appliances, scaffolds, cradles, safety nets, ladders, equipment etc. issued by the contractor shall be safe design and construction. The authorized BHEL officials shall have the right to ban the use of any item, if such use is considered to be dangerous by the concerned BHEL officials.

If the Contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carryout instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

The contractor shall take necessary fire safety precautions as per directions of the authorized BHEL official.

In case of a fatal or disabling injury accident to any person due to lapses by the Contractor, BHEL shall have the right to impose appropriate financial penalty on the Contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.

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

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

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

**Guidelines and statutory payments for submitting Tenders for Works as per existing instructions.**

The daily wage rate of labour applicable as on date is as follows.

<b>Unskilled worker</b>	-	<b>Rs. 350.65 / Per day.</b>
<b>Semi Skilled Worker</b>	-	<b>Rs. 383.30 / Per day.</b>
<b>Skilled Worker</b>	-	<b>Rs. 415.42 / Per day.</b>

The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce along with PF & ESI contributions may also be ensured. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus under the payment Act 1965.

**Bonus contributions : Agency shall pay minimum bonus @ 20% on Rs 3500/- under the payment of Bonus Act 1965 to the workers.**

PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20<sup>th</sup> of every following month. Contractor shall also provide uniform, shoes and other personal protective Equipments applicable to their workforce.

Any increase in rate of Cost of Living Allowance / Wage hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders.

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END OF TECHNICAL BID

END OF TECHNICAL BID