

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM:: HYDERABAD – 502032
TC OPERATIONS DIVISION

TELEPHONE NO. 23184099 & 23183401

TENDER NOTICE NO. HY/AGM/OT-02/2011-12 DT: 18-05-2011

ITEM NO.02

1. Name of work : **Partial off loading of slinging activity and helping and supporting activity for assembly areas.**
2. Earnest Money Deposit : Rs. 2, 00,000/-
(One time EMD of lumpsum Rs.2.00 Lakh can paid for quoting our works).
3. Time of Completion : 24 Months
4. Maintenance period : NIL
5. Sale of tender : 26.05.11 to 04.06.2011
6. Last date of receipt of tenders : 04.06.11 upto 11.00 hrs.
7. Date and time of opening of tenders : 04.06.11 13.15 hrs. In the Vendor complex behind admn. building.
8. Cost of tender documents : Rs. 2000/-
Including S.T

SIG.OF THE AGECCNY

TECHNICAL CUM COMMERCIAL BID

Tender notice No. : HY/AGM/OT-02/2011-12 DT: 18-05-2011

Name of work: Partial off loading of slinging activity and helping and supporting activity for assembly areas.

Item No. 02

S.No.	Description	Data and Page No. to be filled by Bidder/Contractor
1	Name of contractor/Bidder Address Contact person Vendor code Phone/Mobile No. E-mail ID <u>Agency shall be provided e-mail id for communication. BHEL will be communicated through e-mail for required data/ intimation of dates.</u>	: : : : : : :
2	Details of EMD (DD or Cash receipt No.) (If vendor have produced one time EMD that copy should be renewed or attested by issuing officer otherwise bid will be liable for rejection)	Amount : Rs C.R/DD No : C.R/DD date : Bank : Branch : Valid up to date:
3	Details of tender document cost (DD or Cash receipt No.) (DD/Bankers Cheques/C.Rs has to be enclosed along with Technical bid).	Amount : Rs C.R/DD No : C.R/DD date : Bank : Branch :
4	Particulars of Experience/Credentials as per pre qualification requirements. (Work completion certificates to be enclosed) (If vendor have submitted Pvt. Company experience, the following details should be submitted along with technical bid: 1. Awardal Copy 2. Agreement Copy 3. Payment details 4. Bank Statement 5. TDS Otherwise bid will be liable for rejection)	:

5	Annual turnover during 3 years (30% of the estimated cost) (Audited/CA Certified) (supporting documents along with Saral and P&L Account Sheet are to be enclosed)	Assessment years 2010-11 : 2009-09 : 2008-09 :
6	P.F. Code NO. (Copy to be enclosed) In case not available, party shall submit the PF code before commencement of the work	:
7	E.S.I. Code No. (Copy to be enclosed)	:
8	PAN No. (Copy to be enclosed)	:
9	APGST/TIN No. (Copy to be enclosed)	:
10	Labour License(State/Central) Validity up to In case not available, bidder shall submit the License before commencement of the work	: :
11	Service Tax No. (Copy of certificate/Proof of application to be enclosed)	:

SIG.OF THE AGECCNY

PRE QUALIFICATION

I.

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.

- 1) Particulars of experience / credentials for all the works executed. Experience of having successfully completed/executed works, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a) Three similar mechanical completed/executed works or unskilled/semiskilled operations related to mechanical works costing not less than the amount equal to 10% of the estimated cost. during last 7 years ending 31st March 2011
 - or
 - b) Two similar mechanical completed/executed works or unskilled/semiskilled operations related to mechanical works costing not less than the amount equal to 20% of the estimated cost. during last 7 years ending 31st March 2011
 - or
 - c) One similar mechanical completed/executed works or unskilled/semiskilled operations related to mechanical work costing not less than the amount equal to 30% of the estimated cost. during last 7 years ending 31st March 2011

Similar mechanical works: The above work consists of Handling of Materials including manual and operation of equipment /slinging and miscellaneous works.

2. Particulars of annual financial turn over during the last 3 years ending 31st March of financial Year should be at least 30% estimated value.

3. E.S.I Code NO. (proof of having Code No: to be enclosed):

4. PAN NO: (proof of having Code No: to be enclosed):

5. APGST NO./ TIN NO: (proof of having Code No: to be enclosed):

6. Labour license (Central/State Government): (proof of having Code No. to be enclosed):

7. Service Tax Registration No: (proof of having Code No. to be enclosed)

- II Tenders must be submitted in sealed covers addressed to AGM/Prod. & Services-TC, BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write tender notice No, and name of work and address of the tenderer on the sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

III. NOTES:

- 1 Period of contract shall be as mentioned in NIT.
2. Tenders are on two - part bid system .(techno commercial bid and price bid)
3. Tender documents can be had through BHEL website <http://www.bhel.com> cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the tender bid.
4. The requisitions for tender documents shall be given in person to AGM/Prod. & Services-TC, BHEL., Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's 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.
- 5 BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
6. 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 .

SIG.OF THE AGEENY

BUSINESS RULES FOR REVERSE AUCTION

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject with detailed scope of supply as per our requirement, BHEL may resort to "ONLINE REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a Service Provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through Service Provider for compliance.
4. Contractors have to email a scanned copy of the Process Compliance Form (provided by Service Provider) before start of Online Initial Sealed Bid. Without this form, the vendor will not be eligible to participate in the event.
5. Reverse auction will be conducted on schedule date & time.
6. At the end of reverse auction event, the lowest bidder value will be known on the network.
7. The lowest bidder has to email a scanned copy of the price break-up & confirmation duly signed filled-in prescribed format (as per BHEL's price excel sheet) as provided on case-to-case basis to BHEL through Service Provider within 24 hours of the reverse auction without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
9. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
10. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
11. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the works listed in the tender.**

Signature of Tenderer

ISSUING OFFICER

Please go through the guidelines given below and submit your acceptance to the same.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to Service Provider. Furnishing the price the bidder wants to bid online with a request to the Service Provider to upload the faxed price on line so that the Service Provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to Service Provider has to solely ensure that the fax message is received by the Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the Service Provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the Service Provider will not be uploading the prices and either BHEL or the Service Provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor Service Provider are responsible for such eventualities.

2. Service Provider shall arrange to demonstrate/ train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. The quoted rates on all works shall be **Exclusive of all taxes** as applicable.

4. The prices quoted should be firm.

Signature of Tenderer

ISSUING OFFICER

5. **Procedure of Reverse Auction:**

- i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final valid sealed price bid submitted against tender Enquiry no. HY/AGM/OT-02/2011-12. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Online English Reverse (no ties) Auction {Dynamic Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to all the vendors during the start of the Dynamic Reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of work in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
 - iii. The bid decrement amount shall be specified by BHEL.
 - iv. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available for further processing.
6. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in the Format after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new conditions other than those already agreed to before start of auction.
7. English Reverse (no ties) shall be for a **period of 30 minutes**. If a bidder places a bid in the **last 5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure etc.

8. During the Online English Reverse (No Ties) Auction, if no bid is received in the auction system/website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
9. Your bid will be taken as an offer to execute the work. Bids once made by you, cannot be cancelled/withdrawn and you shall be bound to execute the work as mentioned above at your final bid price. **Should you back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.**
10. You shall be assigned a **Unique User Name & Password** by BHEL or/ Service Provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ Service Provider to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
11. You shall be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) { Reverse Auction} :
 - a. Leading Bid in the Auction (only total price of package)
 - b. Bid Placed by you
 - c. Your rank
 - d. Opening Price & decrement value.
12. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
13. BHEL shall be at liberty to call the lowest bidder for negotiations / cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
14. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
15. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
16. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.
17. Those vendors, who have participated in the Online Initial Sealed Bid, will only be eligible to participate in the subsequent Online English Reverse Auction.

Signature of Tenderer

ISSUING OFFICER

TERMS AND CONDITIONS FOR REVERSE AUCTION

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.

3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.

4. **AUCTION TYPE:**
 - 1) Online Initial Sealed Bid / Initial Auction.
 - 2) Online English Reverse (No Ties) Auction (refer Bidder Manual for details) / Dynamic Reverse Auction.

5. **DURATION OF AUCTION:** The duration of Auction will be for 30 Minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)

6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiples of the minimum Bid decrement. Also, please note that the start price of an item in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

Signature of Tenderer

ISSUING OFFICER

7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His Own Rank
 - Start Price & Bid Decrement Value
- 8.
9. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
10. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time after competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids. However it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.
- This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

11. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence.

- Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

12. The details of Service Provider and other formats related to Reverse Auction will be intimated to Contractors, who are technically and commercially acceptable bidders only.

Signature of Tenderer

ISSUING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM: : HYDERABAD-32

TENDER NOTICE

TENDER NOTICE NO. HY/AGM/OT-02/2011-12 DT: 18-05-2011

ITEM NO. 02

1. Sealed Tenders will be received by the AGM/ Prod. & Services-TC, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to 13.00 hours on date mentioned in first page for the work of “Partial off loading of slinging activity and helping and supporting activity for assembly areas. Tenders will be opened by the AGM/Prod. & Services, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. On the date by 13.15 hours and 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 Sr.Manager/ Services-TC. The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 12.00 Noon in the office of the Sr.Manager/ Services-TC . Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 13.00 hours upto date mentioned in first page on payments of the prescribed sum of Rs. 500 /- per set as non-refundable.
2. Tenders must be submitted in sealed covers and should addressed The AGM/ Prod. & Services , Bharat Heavy Electricals Limited Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being noted on the cover..if the tender is made by a individual, it shall be signed with his 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 or 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 mentioned in the 1 st page 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 Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque, Demand Draft.

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. When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of Sr.Manager/ Services-TC on the dates fixed by written information to him. He shall forth with upon intimation being given to him by the Sr.Manager/ Services-TC of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeit of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
- i) After opening the tender, tenderer revokes his tender within the validity period or increases his quoted rates.
 - ii) The tenderer does not commence the work in 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 work should be commenced .
5. EMD shall not carry any interest
6. 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 in Schedule – “A”. the quantities are given for uniform comparison of offers .However the quantities may vary. It shall be noted that any errors,omissions in the tender documents will be interpreted at the by the accepting authority at his discretion .

7. The Sr. Manager/ Services-TC reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.

8a. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.

8b. The offer shall be valid for a period of 90 days from the date of opening of the tender.

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

9a. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%

Above Rs. 10 lakhs upto Rs. 50 lakhs : Rs. 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

The Security Deposit should be deposited before start of the work by the contractor.

9b. 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 such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharge on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against sl. No. (iv) and (vi) above will be adjusted 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.

9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract. The Security Deposit will be released along with final bill or after 12 Months maintenance period whichever is later.

SIGNATURE OF CONTRACTOR (S)

ACCEPTING AUTHORITY

DIRECTIONS TO PARTIES FOR TENDERING

1. A list of materials, proposed to be supplied by the Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 500 032, and the places where and the prices at which they are proposed to be supplied is given in Schedule-B. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY. Not with standing any subsequent change in the market price , terms of supply remain as originally entered in the Agreement. If at any time subsequent to the execution of this agreement, materials of B.H.E.L., other than those specified in the agreement are required by B.H.E.L., to be used on the work they will be charged at issue rate of BHEL. The contractor will be informed in writing of this and he should intimate in writing the rate which he demands for finished work in view of the fact that he is to use materials of B.H.E.L, and at the issue rate. No cartage or incidental charges will be borne by B.H.E.L., in connection with the supply of materials referred to in this paragraph. If at any time, B.H.E.L., supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12 ½% whichever is greater.
2. 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.
3. The tenderer shall examine closely, the Andhra Pradesh Standards specifications kept in Sr.Manager / Services-TC Office and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in site. The contractor should purchase a book of Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.

4. 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 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.
5. 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 shall comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender notice or as required by the Sr..Manager/ Services-TC having jurisdiction for the time being over the work, herein-after called Sr.Manager/ Services-TC, should have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc.,.
6. 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.
7. 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 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 Andra 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 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 Specification and General Conditions of contract, for the various items of works 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 (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any .

Date _____

SIGNATURE OF CONTRACTOR(S)

GENERAL TERMS & CONDITIONS

1. The contractor shall comply with the following general terms , conditions and special instructions.
2. The contractor shall fully comply with the following enactments:
 - 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, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.
 - a. Form XIII - Register of workmen employed by 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 XVII - 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 78 (1) (a) (ii)).
 - h. Form XXI - Register for fines (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 - 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.

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.

7. 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 Dy. General manager / Personnel.
8. 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.
9. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
10. 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.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. Contractor shall furnish in a separate letter his telephone/mobile contact number, place of residence and postal address for sending all communication 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. 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.
13. 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 nor shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
14. 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.
15. 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 mis-conducts himself and such persons shall not be again employed on the works without permission of the company official.
16. 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.
17. 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,

18. 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.
19. In the event of any 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 employer, 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.
20. 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 Factories Act Rules framed thereunder if the same are applicable.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
22. 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.
23. The contractor shall not make any claims from the company against all losses or damages sustained 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. All claims under workmen's compensation act shall be born solely by the contractor. Contractor shall conform to the provisions of the said act in regard to such accident.
24. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
25. 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.
26. The contractor shall comply with provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work Centers in the TCGT of Ramachandrapuram, Hyderabad -502032
27. Not with standing 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.

28. The contractor should engage only those labourers who shall be more than 18(eighteen) years .
29. The contractor shall not resort to sub contracting 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.
30. The contractor shall provide the required safety equipment labours engaged by him.
31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job / work contract.
32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
33. 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.
34. The quantities mentioned in the agreement schedule are worked out from estimation with the relevant drawings / site conditions in the company and may not be the actuals required for execution.
35. 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 company deems necessary.
36. 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.
37. 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.
38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.

39. 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.
40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials, 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.
42. 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.
43. 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.
44. Contracts shall be deemed to have included in his tender price of all 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.
45. 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 company may take such action as it deems if 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.
46. 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.
47. Any electric power required for contractors 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.
48. 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.

49. 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
50. 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.
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 shall have the Jurisdiction.
54. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
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 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, copies of which are enclosed shall be strictly followed.
58. 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.
59. 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.

II) Special Instructions:

1. If an individual makes the tender, 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 corporation, it shall be signed by a duly authorised

- officer who shall produce with the tender, satisfactory evidence of his authorisation. 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 to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office 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 the Tender" [Ex. DGM (DCD)] 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 fifteen days 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 tenderers. 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 that 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 stipulation, 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 understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall be no claim of compensation at any point of time after submission of the tender with regard to dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done and

interpretation of terms by contract signing officer of BHEL in regard to the above is final

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance 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 or as mentioned in clause 9 b in tender notice. 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 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 including increase in wages during the period of the contract and this increase shall be absorbed by the contractor himself in full.

SIG. OF CONTRACTOR(S)

ACCEPTING AUTHORITY

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 32.

(SPECIAL CONDITIONS – SAFETY)

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 human lives, injuries to personnel engaged, and damage to property.

The contractor shall provide to its work force and ensure the use of the following Personal Protective Equipment as found necessary and as directed by the authorized BHEL officials.

- i) Safety Helmets conforming to IS2925, 1984 compulsory
- ii) Safety Belts conforming to IS 3521, 1983
- iii) Safety shoes conforming to IS 14544-1998 compulsory
- 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.
- vi) Driving licence as required by state law department

The contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 24 volts (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, equipments etc. used 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 carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

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

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 Sub 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.

CONTRACTOR

ISSUING/ACCEPTING AUTHORITY

Specific information communicated to vendors : Partial off loading of slinging activity and helping and supporting activity for assembly areas :

Apart from the fulfillment of general conditions, the vendors who wish to submit the bids for the above category have to know the following specific information before quoting their unit rates.

1. Rates should be quoted per unit quantity of each activity. (In the enclosed annexure of price bids)
2. Successful bidder has to offer bank guarantee towards security deposit or by any other means which are in practice at B.H.E.L.
3. Payment will be effected monthly on actual basis after certification by the executives of Dept of 01 in measurement book.
4. Extra hours per each contract labour to be provided shall be around 50 days during any financial year.
5. The contractor should engage his labour on Sundays and holidays of BHEL as required by Dept. in case of exigencies.
6. Statutory minimum wages are to be paid to the contract labour which will be varying from time to time as per personnel Dept. circulars.
7. This work involves deployment of unskilled :
 - (a) Material loading and un loading through manually and machine.
 - (b) Other unskilled / Misc. nature of works as instructed by the concerned officials.
8. The rates should be firm throughout the contract period and enhanced wages are not liable for reimbursement.

Scope of BHEL: Raw material for carrying out the work

Contractor Scope: Personal protection equipment as shown in the general conditions, labour etc.

ANNEXURE - C

CONTRACTOR'S OBLIGATIONS

l) CONTRACTURAL:

- 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 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/ misbehavior by any employee, the contractor will 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. Whenever 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.
- 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 mentioned in the contract to his employees for carrying out the job.

II) 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, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts including latest revisions shall be complied with by the contractor.
- 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 disbursements. These records need to be preserved for a period of at 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.
- 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 hoildays 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 creche 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.

CONTRACTOR(S)

ACCEPTING AUTHORITY

ANNEXURE-D

GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. 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/ abnormality 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 contractor shall deposit an amount of Rs. _____ as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor A/c.- BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
- 5) The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 6) Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
- 7) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 8) The contract will commence on _____ date and will remain valid for a period of _____ year(s) till _____ date. The parties reserves the right to extend the contract on mutually agreed terms and conditions.
- 9) 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 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 speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sanga Reddy Courts.

CONTRACTOR (S)

ACCEPTING AUTHORITY

Guidelines and statutory payments for submitting tenders for

Maintenance Works as per existing instructions.

As per BHEL HR circular the daily wage rate is Exclusive of Holidays ,Leave Wage ,PF & ESI, Bonus ,PPE's and uniform..

Wage rates as on date

U S W: Rs.314.65 per day Inclusive of weekly off.

S S W: Rs.344.3 “ ”

S W : Rs.372.42 “ “

i) Leaves and Holidays

+ 11 days paid holidays / per year

+ 18 paid leaves / per year.

ii) P F and E S I contributions wages

PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.

lii) Bonus @ 20% of 3500/- per month

iV) PPE's @3%

V) Uniform per year (Rs.1000/- Year)

VI) One Supervisor for every thirty workers

CONTRACTOR

ISSUING/ACCEPTING AUTHORITY.

PRICE BID

SCHEDULE 'A'

TENDER NOTICE NO. HY/AGM/OT-02/2011-12 DT: 18-05-2011

ITEM NO. 02

Name of work:: Partial offloading of slinging activity and helping and supporting activity for assembly areas.

S.n o.	Description	Unit	Normal Operations	Exigency Operations	Total Operations	Rate/ Operation	Amount (Rs.)
1.	Partial off loading of slinging operation(SSW) (This operation requires 36 simultaneous semiskilled operations)	Operation	10332	1268	11600	588.34	6824744
2.	Miscellaneous operations of turbine,compressor and regulation assly. (USW) (This operation requires 46 simultaneous unskilled operations)	Operation	13202	1656	14858	540.41	8029411.78
Penalty: 0.5% of the gross value of work will be levied for every week delay by the agency, subject to maximum of 10% value of the work			Total Amount/year(Rs.) (Exclusive of service tax)			14854155.78	

Note: Exigency operations for deployment on Sundays, holidays and 3rd Shift, Payment will be as per factory act.

TENDER % ON RATE FOR ABOVE TABLES	IN WORDS	FIGURES
EXCESS		
LESS		

CONDITION: The tenderers are required to quote their Rate in figures and words over the estimate rate.

SIG. CONTRACTOR

CONDITIONS:

1. Penalty: 0.50 % of the gross value of work will be levied for every week's delay by the agency subject to a maximum of 10 % value of the work for the above works.
2. If the contractor has not quoted inline terms of % excess/less over the unit rate clearly, it is considered as incomplete offer and offer will be rejected.
3. All BHEL general conditions of contract are applicable to this work.
4. In case
 - there is any difference in the quoted % in figures and words, higher value against % less and lower value against % excess will be taken and this shall be binding on the contractor.
 - There is a tie between tenderers lottery system will be adopted in the presence of AGM/Prod. & Services and tenderers.
- 5. The department reserves the right to cancel the work without assigning any reason there for after awardal if the contractor is unable to meet emergency requirement i.e. completion schedule to meet target, of the department .**
6. The quantities required by department shall be executed by contractor during contract period.
7. Service tax as applicable will be paid by department.
8. The contractor shall ensure deployment of adequate machines and man power as required for the work and suggested by Engineer-in-charge
9. The contractor has to ensure No. of simultaneous operations are fulfilled shift wise failing which deduction will be enforced proportionately

CONTRACTOR(S)

ISSUING / ACCEPTING AUTHORITY

Note:

1. The quantities are 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. The agency shall quote the rates considering the possible labour escalation also.
4. The agency should **affix his signature at the end of each page of the document with Rubber Seal**
5. The rates quoted shall be for finished items of work including all lifting, shifting from below and above ground 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 of the works carried to the Engineer-in-charge.
10. The contractor should deploy his men who should not be less than 18 (eighteen) years age.
11. 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 requirements, issued by I R section of Human Resource Department.
12. All the materials brought inside are to be entered at CISF gates and supplied to site by contractor for using in works.

SIGNATURE OF CONTRACTORS(S)

ACCEPTING AUTHORITY.

SPECIAL CONDITIONS

1. Time is the essence of contract and the specified time of completion is upto 12 months which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the General conditions of contract and form part of the contract documents. Where these special conditions are at variance with the General conditions of contract, these special conditions shall prevail.
3. All rates quoted shall be finished work in site inclusive of all all lifting ,shifting from below and above ground and other incidental charges and those in general conditions.
4. Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy himself about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall conform to the relevant APSS and shall be got approved by the Engineer-in-charge before they are used on the work. The Bharat Heavy Electricals Limited will not, however after acceptance of a contract rate, pay extra charges for any other reason like in case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
5. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule-A For the sake of uniformity in comparison of tenders, the tenders should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
6. The issues of materials are governed by the conditions specified in Schedule-B. All other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
7. The Andhra Pradesh Standard Specification/ I.S. Specifications, those in Schedule-A shall be for all items of works. Wherever there is difference between the A.P.S.S. and I. S. Specifications, the later shall prevail.
8. The Sr.Manager/Services-TC reserves the right to deviate either by addition or by deduction from the schedule of items of work given in the tender document after awarding the work.
9. In case of any difference between agreement wording and detailed drawings the interpretation of the AGM/Prod. & Services shall be final and binding on the contractor.

SIGNATURE OF CONTRACTORS(S)

ACCEPTING AUTHORITY

