



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD – 502 032
M & S, F & P & CW DIVISION
10-REPAIR SHOP, AIR-CONDITIONING

Phone: 040–23185211, 4182 Fax : 040--23020185 E.mail : aneel@bhelhyd.co.in

TENDER NOTICE NO.: HY/M&S/AC/AMC-DOM/11-12/1110/22,

Date: 10-11-2011

Tender in two parts (I. Techno-commercial & II. Price Bid) will be received by the undersigned in sealed cover from the contractors satisfying the prequalification requirements. The following should be legibly written on the cover--- tender notice number, tender date and name of the work, due date of opening, techno commercial bid or price bid on top of cover. Tenders will be opened at 14.00 hrs on the due date in the presence of Bidders or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

1. Name of work : **Manpower Supply for Maintenance of selected Cassette, Split, Window A.Cs, Walk in Coolers of 1031 TR and 9 Evaporative Coolers and 168 Refrigerators**
2. Earnest Money Deposit : **Rs. 1,00,000/-**
3. Contract Period : **Two years (2nd year will be extended based on satisfactory performance of 1st year)**
4. Estimated Cost : **Rs 17.90 Lakhs per year (Rs.35.80 lakhs for two years)**
5. Last date of receipt of tenders: 01-12-2011 upto 11.30 Hrs.
6. Date and time of opening of tenders: 01-12-2011, at 14.00 Hrs.

Name & Address of the firm :

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TENDERERS ARE REQUESTED TO SIGN AND PUT SEAL ON ALL PAGES OF TENDER DOCUMENT AND SUBMIT.

for BHARAT HEAVY ELECTRICAS LIMITED

(K.ANEEL KUMAR)
DGM (M&S)/10RS, FP&D, AC

PRE-QUALIFICATION REQUIREMENTS:

(Proofs to be enclosed for verification without which the offer will be rejected)

1. The party must be OEM/OEM authorized Service dealer. (Documentary evidence is compulsory).
2. The party must have minimum THREE years work experience in the last 5 years in executing such Annual Maintenance Contracts mainly for Cassette/ Split/Window AC/ Refrigerators / Evaporative cooling system.
3. Average Annual financial turnover during the last 3 years, ending 31^s March 2010 should be at least Rs.6.00 lakhs (Copies of P&L Statement & Balance sheet duly certified by Chartered Accountants and IT returns to be enclosed).
4. Experience of having successfully completed similar works for 3 years in the last 5 years, ending 31st March 2011 should be either of the following:-
 - a) Three similar completed works costing not less than Rs.5.37 lakhs each.
Or
 - b) Two similar completed works costing not less than Rs.8.05 lakhs each.
Or
 - c) One similar completed work costing not less than Rs.10.74 lakhs

Similar works definition :

Annual Maintenance Contract executed for Cassette/Split/Window AC /Refrigerators /Evaporative cooling systems

EMD Payment : An amount of Rs 1,00,000/- (Rupees One lakh only) towards EMD shall be Deposited in cash at BHEL Cash office or by way of Demand Draft/ Bankers cheque drawn in the name of M/s Bharat Heavy Electricals Limited payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment will be accepted, no interest on EMD will be payable.

Cash office timings: 09.30 AM to 11.30 AM & 1.30 PM to 3.30 PM

TENDERING PROCEDURE

Tenders may be dropped before the due date & Time in the New Vendor Complex, Near Administrative Building, of BHEL, Ramachandrapuram, Hyderabad – 502 032

The bids shall be submitted in two parts.

1. Techno-commercial bid.

2. Price Bid

1. **Techno-commercial Bid** : The envelop shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma **with relevant documents like copies of ESI, PF code, Labour license, PAN No., Experience, Service tax registration and EMD. All the columns duly filled with Accepted / Not Accepted.** The envelop shall be super scribed “Techno-commercial bid ----- (name of work)”.

2. **Price Bid**: The second envelope shall contain only the price bid to be quoted. Any other information in the price bid shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed and stamped by the tenderer at the bottom each page. The envelope shall be sealed and super scribed “Price Bid ----- (name of work)”.

Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for ----- (name of work)” and shall be addressed to **Dy.Gen.Manager (M&S) / 10-RS, FP&D, A.C., Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032** to reach on or before 11.30 hrs on due date and it should also contain Tenderer address, Tender No. & due date.

Tender documents may be downloaded from BHEL website: <http://www.bhel.com>. BHEL is not responsible for any postal delay. The tenders will be opened in BHEL R.C.Puram Hyderabad- 502032 on tender due date at 14.00 hrs in presence of those tenderers who choose to be present.

Date of opening of price bids will be intimated after techno-commercial suitability.

Tenders received mixed with both technical & Price bid documents without individual envelop will be rejected.



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 RAMACHANDRAPURAM :: HYDERABAD – 502 032
 M & S, F & P & CW DIVISION
 10-REPAIR SHOP, AIR-CONDITIONING

TECHNO- COMMERCIAL BID

Tender Notice No : HY/M&S/AC/AMC-DOM/11-12/1110/22,

Date: 10-11-2011

NAME OF THE WORK : **“Manpower Supply for Maintenance of selected Cassette / Split / Window A.Cs, Walk in Coolers of 1031 TR and 9 Evaporative Coolers and 168 Refrigerators.**

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. Quotations should be FILLED on tender schedules only. Any deviations / deletions etc. Should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder:

Name of the Contractor :
 Full Address :
 Contact person :
 Phone / Fax / Mobile no :
 Email id :

Sn.	Description	Contractor's Acceptance / Remarks
1	PF CODE NO	
2	ESI CODE NO	
3	LABOUR LICENCE NO. & Validity	
4	PAN No.	
5	Service tax regn. no.	
6	Price bid validity: 90 days from technical bid opening date	
7	EMD : Rs.1,00,000/-, Cash receipt / DD / BC Details	
8	Security Deposit clause Acceptance (See terms and conditions for details). If not accepted, 10% of the contract value (2 years value) will be loaded on the quoted price bid for comparison with other price bids. This is at the discretion of BHEL.	
9	Taxes and duties : should be exclusive during contract Period. All tax credits will avail by BHEL.	
10	Payment : at the end of each successful quarter.	

11	a)Three similar completed works costing not less than Rs.5.37 lakhs each. Or b)Two similar completed works costing not less than Rs.8.05 lakhs each. Or c)One similar completed work costing not less than Rs.10.74 lakhs	Rs.
12	Acceptance for minimum wages to working staff (as per AP. GO no: 47(1)/2011-C2. Dt.06.04.2011, daily wages for USW- Rs 461.49, SSW – Rs500.85, SW – Rs 538.17 . The DA will revise every six months. (Additional payment, Other allowance, Bonus payment as per the Act, 1965, Uniform, PPE & leave & Holidays coverage all included).	
13	Acceptance for Reverse auction	

Locations/ officers names given in the price schedule may likely to vary for the reason “frequent changes being taken place from time to time” Correct locations can be obtained from AC maintenance section during contract period

N O T E:-

1. The above documents should be given along with the tender as otherwise, contractor’s bills can not be processed and payments may be held up.
2. Techno commercial bids will be opened on the due date. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and their price bid will not be opened.
3. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
4. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

ANNEXURE-I**ANNUAL MAINTENANCE CONTRACT OF DOMESTIC REFRIGERATION & AIR CONDITIONING EQUIPMENT -- SCOPE OF WORK**

Sn	Description of work	Tenderer offer as 'Accepted / Not Accepted' only
I.	Attending daily break-down maintenance of Cassette, Window & Split A.C. Units, Refrigerators and Evaporative Coolers the following activities are also to be performed as per the periodicity mentioned.	
II.	All the material Consumables like Refrigeration gas, all Mechanical spares like valves, sealed compressors, all mechanical and electrical spares including incoming supply circuit breaker (located on the control panel), control panel, motors, pumps, LT Switchgear, window/split AC remote control units including hand set, etc. will be supplied by BHEL and labour are in the scope of the contractor.	
III	<u>Scope of work for Cassette, Window, Split A.Cs, Refrigerators and Evaporative coolers :</u>	
A.	<u>Regular activities :</u>	
1	Checking and servicing each and every unit quarterly (motor oiling, coil cleaning, blower cleaning, checking for loose connections and tightening the same, minor repairs, etc.)	
2	Attending break-down of the unit when called upon.	
3	Repairing the unit or parts thereof	
4	Cleaning of air filters fortnightly	
B.	<u>Activities required to be attended yearly:</u>	
1	Removal of the unit from different locations in BHEL and shifting the same to A.C. section or allotted place in BHEL.	
2	General cleaning, de-scaling both the coils, mending, minor fabrication works, replacement of damaged parts, complete painting, testing for satisfactory performance and commissioning the unit at site.	
V.	<u>SPECIAL CONDITIONS :</u>	
1	Qualified (minimum ITI) <u>One</u> qualified R&AC Supervisor, <u>Two</u> R&AC technicians, <u>Three</u> Semi skilled and <u>Five</u> Unskilled worker in 1st shift must be available at any point of time at BHEL works.	
2	Records of monthly, quarterly and yearly reports to be submitted to the in-charge	
3	Record of replacement of spares (such as compressors, fan motors etc.) and gas filling to be maintained and get signed by the BHEL in-charge monthly.	
4	Satisfactory working of each repaired unit shall be certified by the user and to be checked by AC in-charge	
5	Breakdown history of each equipment/unit shall be maintained by filling individual history card.	
6	Break-down calls directly received from users/ in-charge or his representatives during the shift throughout the week and on emergencies in third shift shall be attended	
7	OHSAS 18001 shall be complied with.	
8	FORCE MAJEURE CLAUSE: The contractor shall not be liable for any breach or non performance or delay in carrying out any of the obligation contained in this contract including the servicing/repairing of units as a result of strike/s, lockout/s industrial labour disturbance/s, fire/accidental damage/s, restriction imposed by the Government, riot, war or any condition arising from similar cause/s.	
9	The general conditions of contract of BHEL (enclosed) shall also apply to this work order to the extent they are not inconsistent with any of the conditions stipulated herein.	
10	Any point not covered in the agreement, if comes up, will be mutually, solved in the best interest of the work.	
11	Any new Equipment added during Contract Tenure, is in the scope of Contractor.	

BHEL TERMS AND CONDITIONS**CONTRACTUAL :**

- 1) The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job. The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 3) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 4) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 5) The Contractor will be solely entitled to dictate such workers about the manner of carrying out the work.
- 6) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
- 7) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
- 8) The 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.
- 9) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 10) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 11) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 12) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.
- 13) Transportation facility for the employees to come to BHEL works is in the scope of the contractor.
- 14) Consumables like air, water, power supply will be supplied by BHEL free of cost.

STATUTORY:

- 14) The Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 15) The Contractor shall provide PF passbook to his employees and ensure payment of PF, EDLI, and pension dues under EPF & MP Act, 1952 to the RPFC.
- 16) The 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.
- 17) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 18) The Contractor shall be solely responsible for non payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 19) 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 under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 20) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- 21) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 22) The Contractor shall obtain license under CL(R&A) Act, 1970.

GENERAL :

- 1) The contractor shall pay minimum wages to workers as per minimum wages act. Please refer HR circulars for the Unit Rates Existing in BHEL (rates are mentioned at the end of these conditions). Contractor shall make PF, ESI contributions as per applicable rules. ESI Cards should be arranged to contract labour and their wards by the contractor. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
- 2) Contractor shall provide personnel protective equipment like safety uniform in blue colour, safety shoe in black colour and should ensure that they wear them daily while on work.
- 3) Contract operates on Unit rates, contract labour should get at least Daily Unit rate as per the minimum wages act from the contractor.
- 4) Contractor should pay double amount to the contract labour, if they are engaged more than 8 hours (normal).
- 5) Permissions for labour and materials shall be obtained in the prescribed formats.
- 6) **Break:** contract labour should be given break period for about 15 days once in every 6 months in case of long duration contracts, for one time/ short period contracts this clause will not apply
- 7) The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
- 8) In case of occurrence of any accident/ injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of health of workers under statutory obligation.
- 9) BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 10) Upon awardal of the work, the contractor has to execute an agreement with BHEL on a non-judicial stamp paper worth Rs.100/- as per General Agreement Conditions before commencement of work.
- 11) BHEL shall have the privities 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.
- 12) 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.
- 13) 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 efficiency/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.
- 14) The contractor shall deposit an amount of 10% of contract value 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.
- 15) Notwithstanding anything contained in the contract Agreement which will be entered after awardal of work, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 16) The contract will be operative for 24 months. Commencement of work will be from the date of deployment of man power. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 17) 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 HR Department / IR section through the contract executing officers before commencement of the work.

- 18) 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.
- 19) Every contractor shall submit a notice regarding commencement and completion of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 20) The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department and P.F. authorities, Factory Inspectors, ESI Inspectors, or any other such authorities under the act.
- 21) Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
- 22) 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.
- 23) The contractor must satisfy himself by personal study and examinations 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.
- 24) 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.
- 25) 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 there under.
- 26) 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 principle 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.
- 27) No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge o f the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- 28) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 29) 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 intimate within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
- 30) 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.
- 31) The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, and HYDERABAD-502032.
- 32) Not withstanding 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.

- 33) The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
- 34) **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.**
- 35) The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 36) 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.
- 37) 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. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
- 38) 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.
- 39) 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.
- 40) 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.
- 41) Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
- 42) 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.
- 43) 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.
- 44) 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.
- 45) 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.
- 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) 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.
- 48) 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.
- 49) In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
- 50) 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.

- 51) 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.
- 52) 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.
- 53) The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
- 54) Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
- 55) 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.
- 56) Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
- 57) 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.
- 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.
- 59) 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 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.

GENERAL INSTRUCTIONS REGARDING BHEL TENDERING PROCESS:

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the " Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
4. Tenderers shall pursue carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting 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 a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.

5. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
9. BHEL has every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
10. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
11. **BHEL** reserves the right to negotiate for price reduction with lowest quoted (L1) party and negotiated price will be considered as contract amount for all practical purposes.
12. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
13. On receipt of the job work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7th during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7th of every month are to submit a wage register for the previous month duly signed by the contract executing officer by showing workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each worker, Contract executing officer signature. By 15th of every month contributions made through bank challan, if delayed the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days. If not fulfill by contractor permission will not be renewed
14. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
15. The contractor should abide by the company's **CISF** Security/ safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
16. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
17. **Earnest Money Deposit** : Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as per tender schedule. EMD by the Tenderer will be forfeited as per Tender Documents if:
 - i) After opening the tender, 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.
 - iii) EMD shall not carry any interest

18. **Security deposit: 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 : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
The security Deposit should be collected before start of the work by the contractor.

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 Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of **BHEL**.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C **BHEL**, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. Security deposit shall be refundable after final bill claim but request should be made to section incharge.
- ix) The security deposit shall not carry any interest.

Guidelines for statutory payments when labour engaged :

Consumer price index numbers published in GO as per Govt of AP and HR circular Ref: HR/IR/CL/UR/2011 Dated: 17.05.2011 is the basis for arriving minimum wages for contract labour and the same is mentioned below:

Category Daily Wage Rate (in Rs.) unit rate W.e.f.. 01/04/2011

Unskilled worker	461.49
Semiskilled worker	500.85
Skilled worker	538.17

- i) The daily wages shall be paid to the contract labour after deducting the employee contributions towards PF & ESI at the rate of 13.61% and 4.75% respectively. In addition to daily wages, the contract labour is entitled for holiday wages (1 day for every 20 days of working).
- ii) Contractor shall provide uniform, shoes and other Personal Protective Equipments wherever applicable to their labour.
- iii) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike and quote accordingly.

(K.ANEEL KUMAR)
DGM (M&S)/10-RS, FP&D, A.C.