

TENDER SPECIFICATION

Tender Ref: BHEL:PSSR:SAS:SCT:T-32:EDT:18-19

DT: 30.04.2019

**RATE CONTRACT FOR CARRYING OUT ELECTRICAL
DIAGNOSTIC TESTS ON GENERATORS AND GENERATOR
AUXILIARIES AT VARIOUS SITES.**

DUE DATE FOR SUBMISSION: 11.00 Hrs. – 21.05.2019

VOLUME-1

TECHNICAL & PRICE BID



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

Services After Sales Division - , Ek Tara Building
39, Sarojini Devi Road, Secunderabad-500 003.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)
Power Sector – Southern Region
Service After Sales-Ek Tara Building.
39,Sarojini Devi Road, Secunderabad-500 003, T.S
Phone: 040-27700565 Fax-040-27701768 E-mail- vir@bhel.in



TENDER NOTICE

TENDER REF: BHEL:PSSR:SAS:SCT:T-32:EDT:18-19

DT:30.04.2019

NOTICE INVITING TENDER (NIT)

Submission only through E-Procurement Portal

<https://www.bhel.abcprocure.com>

Note: Bidder may download Tender Documents from web sites

To

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

Online Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) **through E-Procurement Portal <https://www.bhel.abcprocure.com> only**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

This tender shall be under category of National Competitive Bidding (NCB).

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL:PSSR:SAS:SCT:T-32:EDT:18-19
ii	BROAD SCOPE OF JOB	ELECTRICAL DIAGNOSTIC TESTS ON GENERATORS AND GENERATOR AUXILIARIES AT VARIOUS SITES
iii	DETAILS OF TENDER DOCUMENT	
A	VOLUME-1	Technical & Price bid
iv	Issue of Tender Documents	1. This is an E-tender floated online through our E-Procurement Portal https://www.bhel.abcprocure.com 2. Sale Start: 30.04.2019 3. From BHEL website (www.bhel.com->Tender->Notifications): Tender documents

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		for bidder's reference can be downloaded from this website till due date of submission.	
v	Due Date & Time of Offer Submission	Date : 21.05.2019, Time : 11:00 Hrs The bidder should submit their offer online in e-Procurement portal at https://www.bhel.abcprocure.com Offers are invited in two-parts only. Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi	Opening of Tender	Date : 21.05.2019, Time :11:30 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender (with authorization letter) (3) Technical bids will be opened on above mentioned date & time and price bid opening date & time will be intimated to technically qualified bidder separately after scrutinising the tender.	Applicable
vii	EMD Amount	Rs. 1,33,200/- (Rupees One Lakh Thirty Three Thousand Two Hundred only). Notes: (1) EMD Exemption for MSEs is not applicable for this tender. (2) One time EMD not applicable for this tender. Refer clause 2.0 of NIT for mode of deposit of EMD	Applicable
viii	Last Date For Seeking Clarification	Bidders may submit their queries in https://www.bhel.abcprocure.com at least 7 days before the due date of offer submission along with soft version also addressing to Tender issuing department contact details as mentioned below.	Applicable
ix	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com ->Tender	

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		Notifications), and portal https://www.bhel.abcprocure.com . Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	
x	Tender issuing department contact details	Routine correspondences regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued shall be posted in https://www.bhel.abcprocure.com . Any other queries may be addressed directly to the tender issuing department as mentioned below: 1. Shri.MVN Rambabu Phone: 040 27700565 E-mail: mvnrambabu@bhel.in 2. Shri. Virendra Kumar Phone: 040 27700565 E-mail: vir@bhel.in	

2.0 **MODE OF DEPOSIT OF EMD**

EMD for this tender shall be **Rs. 1,33,200/- (Rupees One Lakh Thirty Three Thousand Two Hundred only)**.

- EMD may be submitted only in the following forms:
 - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

In case of Electronic Fund Transfer, bank details are as follows:

Account Name: BHARAT HEAVY ELECTRICALS LTD,

Account No: 00000030359171259,

IFS CODE: SBIN0008779,

BANK: STATE BANK OF INDIA,

BRANCH: ST. Marys Road branch (Secunderabad)

On transfer of amount through EFT, receipt of the same to be submitted as mentioned in clause no. 4.0.

- iii) Bankers cheque/pay order/demand draft in favor of BHEL.

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iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

If EMD is submitted in any of the mode of (iii) or (iv), Bankers cheque/pay order/DD/FDR should be forwarded along with covering letter mentioning the tender reference, description & due date for tender submission (mention the same details on envelope also) to the following address so as to reach us on/before due date.

Sr.DGM - Sub Contracts,
Bharat heavy Electrical Ltd.,
Power Sector Services After Sales,
EK Tara Building,
39, Sarojini Devi Road,
SECUNDERABAD – 500 003.
Phone: 040 27700565.

EMD will be forfeited as per NIT Conditions, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes a modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.

- EMD given by all the tenderers will be refunded within 15 days of award of work.

- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant” Guidelines on Suspension of Business dealings with suppliers/contactors” and forfeited / released based on the action determined under these guidelines.

3.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://www.bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement portal at <https://www.bhel.abcprocure.com>. Hard copy bid or bids through email/ fax shall not be accepted.

I. Pre-requisite for Offer Submission:-

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you.

The Tenderer should own and use the Digital Signature Certificate (Class 3 – SHA2 – 2048 BIT – Signing & Encryption) (DSC) issued on behalf of their / his - firm/organization/company/proprietor. Tenderer to register with EProcurement Portal <https://www.bhel.abcprocure.com> with their DSC.

Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process. The contact details of the DSC Certifying Authority may be obtained from “Bidder Manual”, as available in <https://www.bhel.abcprocure.com>.

II. Digital Signing of e-Tender

Tenders shall be uploaded with all relevant documents in .pdf / zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION digital signature certificate (DSC).

i) The Requirement:

- a. A PC with Internet connectivity.
- b. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION)

Details of E-procurement service Provider:-

The contact details of the service provider are given below:
e-Procurement Technologies Limited (abcProcure),
B-704 / 705, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380 006, Gujarat (India)

Timings:

Monday to Friday - 10:00AM to 07:00PM
1st, 3rd & 5th Saturday - 10:00AM to 06:00PM
2nd & 4th Saturday – Holiday

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Contact Person: BHEL Support Team Ahmedabad

Cell: +91-8160087732

Phone Nos.: +91-79-68136809/871/861/823/872

e-Mail: bhel.Support@abcProcure.com

Further contact details can be obtained by visiting the following webpage: <https://www.bhel.abcprocure.com/EPROC/contactus>

IV. Documents Comprising the e-Tender

The tender shall be submitted online - ONLY EXCEPT EMD (in physical form) as mentioned below:

i) Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical bid (preferably in pdf format):

i). Earnest Money Deposit (EMD) furnished in accordance with Clause 2.0 of NIT.

ii). All Technical details (eg. Eligibility Criteria requested, Technical Conditions of Contract) should be attached in e-tendering module (As detailed in Clause 4.0 below), failing which the tender stands invalid & may be REJECTED.

ii) Price Bid:

a. Prices are to be quoted as per the Price Bid format attached online on E-tender portal.

b. The price should be quoted for the accounting unit indicated in the e-tender document.

c. The item description, Quantity and Unit of measurement, as mentioned in Price bid uploaded by BHEL and subsequent revisions issued by BHEL, shall be binding on the bidder.

d. Prices quoted will be taken as the TOTAL PRICE FOR CARRYING OUT THE ENTIRE WORK AS PER THE SCOPE OF WORK SPECIFIED AND ALL THE RELEVANT DETAILS FURNISHED IN THIS TENDER. The rates should be quoted both in figures and in words. All corrections to be initialed. In case of variance between figures and words, the rates advantageous to BHEL shall be taken as final for all purposes.

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e. The rates offered shall be firm inclusive of everything and no variation will be allowed whether in cost of labour or any other factor affecting the price of the contract.

f. BHEL does not bind itself to accept the lowest tender. BHEL reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be allotted to one or more than one contractors.

g. Incomplete price bid is liable to be rejected.

h. The offer shall be valid for a period of 90 Days from the date of opening of tender.

Note:

i). It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

ii). A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

iii). A tender, which does not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

iv). In case offer is sent through hard copy / fax / telex / cable / electronically in place of e-tender, same shall not be considered.

v). Vendors are also requested to go through Bidder Manual for BHEL Bidders available on <https://www.bhel.abcprocure.com>

V. DO NOT'S (Don'ts)

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy / fax / telex / cable / electronically in place of e-tender, the same shall not be considered.

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4.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in EPROCUREMENT PORTAL <https://www.bhel.abcprocure.com> SHALL BE AS DETAILED BELOW:

Sl. No	Description	Remarks
A	Techno-Commercial Bid CONTAINING THE FOLLOWING:-	
i	Covering letter / Offer forwarding letter of Tenderer.	To be uploaded under the form Techno-commercial Bid.
ii	Signed Copy of Tender document along with UNPRICED PRICE BID (without disclosing rates/price, but mentioning only 'QUOTED' or 'NOT QUOTED')	
iii	No deviation duly filled and signed	
iv	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.	
v	EMD Remittance Proof	
vi	Work order copies and test certificates as mentioned in pre-qualification criteria	
vii	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
viii	PAN No. (enclose copy of PAN Card)	
ix	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
x	GST Registration No. (enclose copy of GST Registration certificate)	
xi	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: Viz. 2015-16, 2016-17, 2017-18	
xii	Any other details preferred by bidder with proper indexing.	
B	PRICE BID shall be as mentioned below:	
i	% on Total Amount corresponding to the total works as specified in price bid (latest Revision) shall be	To be uploaded under the form Price Bid.

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	quoted in the Price Bid Form available in e-Procurement portal. Bidders to note that documents uploaded under the form Price Bid shall be considered for commercial evaluation of offer only if they are in above format	Refer “Bidder Manual for BHEL Bidders” available at https://bhel.abcprocure.com
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SPECIAL NOTE:

i) All documents / annexures submitted with the offer shall be properly attached / entered / uploaded in the respective sections. BHEL shall not be responsible for any missing documents.

ii) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

5.0 Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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CERTIFICATE FOR NO DEVIATION

I, _____ OF
M/s _____ hereby certify
that there is no deviation from the Tender conditions either
technical or commercial and I am agreeing to all the terms and
conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

1.0 SCOPE OF WORK:

- 1.1 Providing services for carrying out Electrical Diagnostic tests on Generators and Generator Auxiliaries at various sites (our sites includes state of A.P, Telangana, Tamilnadu, Karnataka, Kerala and parts of Orissa).
- 1.2 Rate Contract for services towards carrying out these Tests on machines of various capacities of Thermal / Nuclear / Hydro / Gas Power Stations consisting of Generators and Generator Auxiliaries including lower capacity Industrial sets where we require your assistance.
- 1.3 Following are the tests to be carried out

I GENERATOR STATOR

- 1 IR & PI test with 5 KV Microprocessor megger
- 2 DC winding resistance measurement.
- 3 Tan delta / Power Factor / Capacitance measurement
- 4 Computerized Digital ELCID test on Turbo Generator/Hydro Generator
- 5 Partial discharge Probe test OR Offline PD Analysis.
- 6 DC Leakage Current / Step Voltage test
- 7 Stator Slot Wedging system check (Wedge tightness mapping)
 - a. By wedge deflection test if the ripple springs are installed
 - b. By wedge knocking test (Wedge mapping)
- 8 RTD elements check (IR & DC resistance)
- 9 IR with 1000V DC source and amp mtr.
- 10 Natural Frequency Test on End Windings
- 11 Rated core flux test

II GENERATOR ROTOR

- 1 IR
- 2 Digital RSO Test
- 3 AC Impedance measurement.
- 4 DC winding resistance measurement.
- 5 Voltage balance test
- 6 Purge Test

III EXCITER

- 1 IR
- 2 DC winding resistance measurement.
- 3 Pole Impedance test
- 4 Pole drop test
- 5 Diode wheel check

IV MOTOR

- 1 IR & PI test with 5 KV megger
- 2 DC winding resistance measurement.
- 3 Tan delta / Power Factor / Capacitance test
- 4 Offline Partial discharge / Corona Probe test
- 5 DC Leakage Current / Step Voltage test
- 6 Surge test
- 7 Automatic Online Motor Current Signature Analysis (EMPAT 2003)

V ELECTRICAL TESTS ON GENERATOR MEASURING & PROTECTION EQUIPMENTS

- 1 Testing of Surge Capacitors & Lightning Arrestors
 - 2 Testing of CTs
 - 3 Testing of PTs
 - 4 Testing of NGT & NGR
- Any other site specific test as per IEC/IEEE/Indian Standard to ensure the healthiness of the tested component.

- 1.4 Proper out-turn as per BHEL plan and commitment.
- 1.5 Completion of work in time.
- 1.6 Good quality and accurate workmanship for proper performance of equipment / systems.

2.0 SERVICE CHARGES:

- 2.1 Service charges shall be quoted as per the Price Bid Form available in e-Procurement portal. Rates quoted shall be firm for a period of one year from the date of issue of work order.
- 2.2 Vendor should quote their rates irrespective of site distance and No. of days and No. of tests to be carried out (Our site are covered in AP, TS, TN, Karnataka, Kerala and part of Orissa).
- 2.3 Contractor should quote their rates including To & Fro Travel charges, Transportation of equipment, local transport and accommodation charges.
- 2.4 GST shall be paid extra on submission of proof. GST remittance proof as per Cl. No. 8.2 (Taxes and Duties) has to be enclosed.
- 2.5 Prices quoted will be taken as the TOTAL PRICE FOR CARRYING OUT THE ENTIRE WORK AS PER THE SCOPE OF WORK SPECIFIED AND ALL THE RELEVANT DETAILS FURNISHED IN THIS TENDER. All corrections to be initialled.

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2.6 The rates offered shall be firm inclusive of everything (Manpower, T&P, Machineries, Test kits, consumables etc.,) and no variation will be allowed whether in cost of labour or any other factor affecting the price of the contract.

2.7 BHEL does not bind itself to accept the lowest tender. BHEL reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be allotted to one or more than one contractors.

3.0 TIME SCHEDULE:

The agency shall provide the services within minimum possible time at sites as instructed by the Site In-Charge/ Resident Engineer and followed by SAS/Secunderabad office.

4.0 TERMS OF PAYMENT:

100% of payment shall be made after completion of work and on submission of GST compliant invoice in triplicate duly certified by Site In-Charge / Resident Engineer of the site along with MOM and submission of test report (5 Copies).

5.0 SECURITY DEPOSIT:

The total amount of security deposit will be 5% of the individual work order value issued at the time of testing. 5% of the work order value shall be retained as security deposit against the invoice raised by the party and same shall be released with the payment of Invoice raised against next work order (released on rotation). In case of payment against invoice raised after expiry of the rate contract period, full invoice amount shall be released.

6.0 TOOLS AND PLANTS:

All the tools and plants required for carrying out Electrical Diagnostic Tests shall be arranged by the contractor.

7.0 TERMS AND CONDITIONS:

7.1 Contractors should have qualified engineers with good product knowledge on BHEL products.

7.2 Vendors should abide by only BHEL terms & conditions.

7.3 **Criteria for deciding L-1** will be based on % (percentage) of sum of total price mentioned in **Row (D) of price Schedule Annexure- "A"**.

Bidders have to mention only the **% (percentage)** value (both in figures and words) in **Row (E), Column-C of price Schedule Annexure- "A"**.

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- 7.4 **The lowest % (L-1 bid) shall be considered for working out the individual item rates (rounded to the nearest digit without decimal). The contract will be awarded on L-1 rates to more than one agency (limited to maximum of five parties) whoever agrees to operate at L-1 rates on rotation basis.**
- 7.5 Tests shall be distributed on rotation basis to all the parties on per overhauling site basis.
- 7.6 Vendor shall depute their testing team with testing kit immediately (some-times on short notice on minimum 24 hours) as per site requirement, intimated by BHEL.
- 7.7 Two consecutive failures /denials by any party to mobilise their team as per BHEL requirement will enable them to be omitted from considering in next rotation. Overall 4 denials by any party will enable them to be put on hold for the next six months.
- 7.8 Should have valid PAN and GST Registration No.
- 7.9 Agency should provide free access to BHEL for verification of their testing equipment as and when required.
- 7.10 **Bills submission:**
The bills are to be submitted in triplicate along with MOM, through BHEL/Resident Manager addressed to
“Head/SAS, BHEL/Power Sector-Southern Region,
39, SD Road,
Ek-tara Building,
Secunderabad-500003 (TS)”.
BHEL GST Number 36AAACB4146P1ZG
Or Billing address and GST number specific to site.

8.0 TAXES AND DUTIES

- 8.1 **All taxes and duty other than GST & Cess and BOCW Cess**
The successful bidder shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tolls, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 8.2 **Goods and service Tax (GST) & Cess**
Bidder's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Successful bidder shall submit to BHEL

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the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

Agency shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details as per Clause 7.11.

GST charged in the tax invoice/debit note/revised tax invoice by the successful bidder shall be released separately to the successful bidder only after successful bidder files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the successful bidder and has paid the GST at the time of filing the monthly return.

In case BHEL has to incur any liability (like interest etc.) due to denial/reversal of input tax credit in respect of the invoice submitted by the successful bidder, for the reasons attributable to the successful bidder, the same shall be recovered from the successful bidder.

In case BHEL is deprived of the Input tax credit due to any reason attributable to successful bidder, the same shall not be paid to the successful bidder. Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.

TDS under GST is applicable and shall be deducted at prevailing rates on gross invoice value from the running bills. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the successful bidder only.

8.3 Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.



The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.5 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.

It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.

It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.

It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.

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Power Sector – Southern Region
Service After Sales-Ek Tara Building.
39, Sarojini Devi Road, Secunderabad-500 003, T.S
Phone: 040-27700565 Fax-040-27701768 E-mail- vir@bhel.in



The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.

In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

8.6 Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

9.0 STATUTORY REQUIREMENTS:

- 9.1 The tenderer will be required to comply with all the statutory provisions.
- 9.2 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus (if applicable) Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions. (If applicable)
- 9.3 The tenderer shall fully indemnify the loss if any caused to BHEL/customer due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 9.4 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 9.5 The tenderer shall produce to the Company whenever asked for, the documentary proof of payment of the said statutory dues. Non-

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observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

10.0 MANPOWER:

- 10.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 10.2 The contractor shall be responsible for safety of his employees while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their employees.
- 10.3 The contractor, as the employer of his employees, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 10.4 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 10.5 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 10.6 Contractor shall be required to submit a list of his employees to be deployed to site giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification etc.,
- 10.7 Employees insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 10.8 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them

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more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

10.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

10.10 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the BHEL/customer from time to time wherein the Contractor or his employees happen to be operating / working. In the event of any of the employee of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such employee from the company's premises.

11.0 SAFETY:

11.1 BHEL is not responsible for any accident / injury to the bidder's crew at site.

11.2 The bidder has to assume full responsibility for the safety of their crew and to comply with all statutory / safety regulations / security requirements of BHEL / customer.

11.3 All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.

11.4 Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

12.0 PERIOD OF CONTRACT

12.1 This rate contract will be valid for a period of one year.

12.2 The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.

12.3 BHEL is at liberty to terminate the contract by giving 30 days' notice in writing.

12.4 BHEL reserves the right to run parallel orders at its discretion with other Suppliers to expedite the work if considered necessary to do so.

13.0 FAILURE TO COMPLY WITH CONTRACT

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- 13.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 13.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 13.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

14.0 SUB-CONTRACTING

- 14.1 The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous expressed written approval of BHEL.

15.0 LAWS GOVERNING THE CONTRACT

- 15.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 15.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- 15.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

16.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 16.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

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- 16.2 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 16.3 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 16.4 The contractor will maintain proper discipline of his employees and will ensure that his employees do not cause any loss or theft or damage to any BHEL/customer's property. The contractor will also be responsible for the good conduct of his employees. The contractor shall be wholly responsible for the behavior of the employees at the work place and outside at BHEL/customer premises.
- 16.5 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 16.6 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 16.7 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

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- 16.8 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract or non-observance of the said contract Labour regulations.
- 16.9 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him.
- 16.10 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 16.11 **ARBITRATION:** 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/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the
- 16.12 Arbitration shall be at Chennai in India. The Award to be given by the Arbitrator/Arbitral Tribunal 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 Chennai Courts.
- 16.13 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 17.0 SPECIAL TERMS AND CONDITIONS:**
- 17.1 The agency shall submit valid insurance for their testing engineers including vehicle & driver to the BHEL Site In-Charge.
- 17.2 The agency is responsible for repeatability of the results obtained. In case the repeatability of measured values are not available, the agency shall redo the test as per BHEL directions.
- 17.3 In case of any repairs carried out by BHEL as indicated in the test results, agency shall redo the testing as required.
- 17.4 After completion of testing, agency shall submit their recommendations regarding the testing results and also shall clear the machine fit / unfit for further operation based on their experience and expertise before leaving the site.

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17.5 Testing agency shall carry valid calibration certificates for their equipment's and may submit to BHEL site in-charge before start of the test with traceability to National Standards / OEM.

17.6 If tan delta test carried out with primary water in circulation, agency shall tabulate tan delta results after deducting water losses along with the actual measured results.

17.7 All the test results / reports thus generated are the property of BHEL and not of the agency. Hence the agency shall abstain from reproducing the results in parts / complete to anyone without written consent of BHEL-SAS.

18.0 DEFECT LIABILITY /WORKMANSHIP DURING THE CONTRACT PERIOD:

18.1 Party shall employ and maintain qualified engineers / Supervisors to carry out the tests. Due to defect in instrument, if any tests found to be leading loss or damage, the responsibility shall lie with the party.

19.0 SUSPENSION OF BUSINESS DEALINGS:

"BHEL reserves the right to take action against contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time".

20.0 "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

21.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence

Thanking you,

Yours Faithfully
For and on behalf of BHEL

Sd/-

(Virendra Kumar)
Sr.DGM/SCT

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Annexure-I

PRE-QUALIFICATION CRITERIA

TECHNICAL QUALIFICATION CRITERIA

SL NO.	DESCRIPTION	Technical Qualification criteria (no. of tests conducted in previous 5 years not prior to Jan-2014)
I	GENERATOR STATOR	
1	IR & PI test with 5 KV Microprocessor megger	2
2	DC winding resistance measurement.	2
3	Tan delta / Power Factor / Capacitance measurement	2
4	Computerized Digital ELCID test	
	a. Turbo Generator	2 tests either in (a) or (b) or combined
	b. Hydro Generator	
5	Partial discharge Probe test OR Offline PD Analysis.	2
6	DC Leakage Current / Step Voltage test	2
7	Stator Slot Wedging system check (Wedge tightness mapping)	
	a. By wedge deflection test if the ripple springs are installed	2
	b. By wedge knocking test (Wedge mapping)	2
8	RTD elements check (IR & DC resistance)	
9	IR with 1000V DC source and amp mtr.	
10	Natural Frequency Test on End Windings	See qualifying criteria Note
11	Rated core flux test	
II	GENERATOR ROTOR	
1	IR	2
2	Digital RSO Test	2
3	AC Impedance measurement.	2
4	DC winding resistance measurement.	2
5	Voltage balance test	2
6	Purge Test	2
III	EXCITER	
1	IR	2
2	DC winding resistance measurement.	2
3	Pole Impedance test	2

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4	Pole drop test	2
5	Diode wheel check	2
IV	MOTOR (OPTIONAL)	
1	IR & PI test with 5 KV megger	
2	DC winding resistance measurement.	
3	Tan delta / Power Factor / Capacitance test	
4	Offline Partial discharge / Corona Probe test	
5	DC Leakage Current / Step Voltage test	
6	Surge test	
7	Automatic Online Motor Current Signature Analysis (EMPAT 2003)	
V	ELECTRICAL TESTS ON GENERATOR MEASURING & PROTECTION EQUIPMENTS	
1	Testing of Surge Capacitors & Lightning Arrestors	See qualifying criteria Note
2	Testing of CTs	
3	Testing of PTs	
4	Testing of NGT & NGR	
TECHNICAL QUALIFICATION CRITERIA :		
1- Party should have conducted minimum no. of tests specified above in last five years (not prior to Jan-2014) for 500 MW or above rating sets directly for BHEL/NTPC/other PSUs/State Electricity Boards/Multi National Companies. Work order copies and test certificates should be submitted along with the offer.		
2-For Tests Sl. No. I.10, I.11 and Sl. No. V (1,2,3,4) , party should have the testing equipment and capability to carry out these tests. Details of testing equipment to be furnished along with offer.		

FINANCIAL QUALIFICATION CRITERIA

Bidder should have achieved minimum average Turnover of Rs. 15 Lacs in last three financial years. Bidder must have earned profit in any one of the last three financial years.

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“ANNEXURE-A”

PRICE BID

PRICE SCHEDULE FOR ELECTRICAL DIAGNOSTIC TESTS ON GENERATORS AND GENERATOR AUXILIARIES AT VARIOUS SITES

SL NO.	DESCRIPTION	Estimated Rate (Rs.)
Column-A	Column-B	Column-C
I	GENERATOR STATOR	
1	IR & PI test with 5 KV Microprocessor megger	6,160
2	DC winding resistance measurement.	7,040
3	Tan delta / Power Factor / Capacitance measurement	45,100
4	Computerized Digital ELCID test	-
	a. Turbo Generator	82,500
	b. Hydro Generator	90,750
5	Partial discharge Probe test OR Offline PD Analysis.	41,800
6	DC Leakage Current / Step Voltage test	30,800
7	Stator Slot Wedging system check (Wedge tightness mapping)	-
	a. By wedge deflection test if the ripple springs are installed	71,500
	b. By wedge knocking test (Wedge mapping)	16,500
8	RTD elements check (IR & DC resistance)	9,350
9	IR with 1000V DC source and amp mtr.	7,150
10	Natural Frequency Test on End Windings	60,500
11	Rated core flux test	82,500
II	GENERATOR ROTOR	
1	IR	3,300
2	Digital RSO Test	30,800
3	AC Impedance measurement.	13,200
4	DC winding resistance measurement.	3,300
5	Voltage balance test	4,950
6	Purge Test	55,000
III	EXCITER	
1	IR	2,750
2	DC winding resistance measurement.	2,420
3	Pole Impedance test	5,280
4	Pole drop test	4,400

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5	Diode wheel check	8,800
IV	MOTOR (OPTIONAL)	
1	IR & PI test with 5 KV megger	2,750
2	DC winding resistance measurement.	2,750
3	Tan delta / Power Factor / Capacitance test	13,750
4	Offline Partial discharge / Corona Probe test	11,000
5	DC Leakage Current / Step Voltage test	13,200
6	Surge test	3,850
7	Automatic Online Motor Current Signature Analysis (EMPATH 2003)	6,600
V	ELECTRICAL TESTS ON GENERATOR MEASURING & PROTECTION EQUIPMENTS (Total number of Surge Capacitors, Lightening Arrestors, CTs, PTs, NGT & NGR on Generator measuring & protection circuit of one unit shall be covered)	
1	Testing of Surge Capacitors & Lightening Arrestors (Lumpsum)	27,000
2	Testing of CTs (Lumpsum)	60,000
3	Testing of PTs (Lumpsum)	27,000
4	Testing of NGT & NGR (Lumpsum)	10,000
(D)	Sum Value of Column (C) (Rs.)	8,63,750
(E)	Bidder to specify only the % of (D) to decide their bid value	
% in words:		

* Above rates are exclusive of taxes.

Signature of Contractor with Seal

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PROFORMA FOR CONTRACT AGREEMENT

Agreement No. :

Job Work No. :

Date :

Name of the work :

This agreement is made on(date in words)
between M/s Bharat Heavy Electricals Limited, Power Sector
Southern Region, SAS Secunderabad having its registered office at
Siri Fort, NEW DELHI (hereinafter called "the company" of first part)
and M/s(hereinafter called "the contractor" of the
second part).

Whereas through its tender notice No. Dt. the
company had called tenders for **RATE CONTRACT FOR CARRYING
OUT ELECTRICAL DIAGNOSTIC TESTS ON GENERATORS AND
GENERATOR AUXILIARIES AT VARIOUS SITES** details of which
are annexed here to (hereinafter called "the said work") as per terms
and conditions stipulated in the above tender notice.

The contractor has quoted his rates vide quotation dated In
pursuance of the said contractor's quotation dt....., the company
after accepting the quotation has awarded the work of **RATE
CONTRACT FOR CARRYING OUT ELECTRICAL DIAGNOSTIC
TESTS ON GENERATORS AND GENERATOR AUXILIARIES AT
VARIOUS SITES** vide LOI/Work Order.....dated.....
subject to the terms and conditions stipulated in the said tender
notice.

Now it is hereby agreed as follows

1. That the agreement shall come into operation from (date)
and will be in force upto (date).
2. As per the terms and conditions of the Tender Notice, the contractor
has paid Security Deposit worth/- (Rupees
.....Only) in the form
of:.....
3. The contractor shall fully comply with the following enactments /
guidelines:
 - a. Contract Labour (R & A) Act, 1970 & applicable Rules thereof
 - b. Minimum Wages Act 1948 (Wage Rates not less than that notified
by State Labour Department / Central Labour Department /
notified by BHEL (whichever is higher) from time to time)
 - c. Payment of Wages Act, 1936
 - d. ESI Act, 1948
 - e. EPF & Misc. Prov. Act, 1952

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- f. Employees Compensation Act, 1923.
 - g. AP Labour Welfare Fund Act, 1987
 - h. Inter State Migrant Workmen (RE & CS) Act, 1979
 - i. Payment of Bonus Act, 1965
 - j. Payment of Gratuity Act, 1972
 - k. Equal Remuneration Act, 1976
 - l. The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
4. Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
 5. The contractor shall give all notices required by the Acts, Regulation, Bye-laws, 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 attachment either by himself or by his employees.
 6. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's 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 Employees compensation Act does not apply, take steps to properly insure against any claims thereunder.
 7. In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause.
 8. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
 9. 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 Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.

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10. The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
11. The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
12. The Income tax as applicable will be deducted from the bill of the contractor.
13. The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.
14. The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL
15. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
16. All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
17. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
18. 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 to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
19. All waste material 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.

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20. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by BHEL/customer shall be deducted from the respective bills / any other payments due to the Contractor.
21. BHEL reserves the right to terminate the contract by issuing Thirty (30) days' Notice on account of failure of the contractor in discharging their respective contractual obligations mentioned in this contract.
22. BHEL reserves its right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
23. In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
24. In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.
25. 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 or forfeiture of EMD/Security Deposit 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/SD shall be released after due claim period.
26. 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 Chennai 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 Chennai Courts.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)
Power Sector – Southern Region
Service After Sales-Ek Tara Building.
39,Sarojini Devi Road, Secunderabad-500 003, T.S
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27. In case of any suit or other legal proceeding arising under this contract, the courts at Chennai only shall have the jurisdiction.
28. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
29. 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.
30. 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.
31. Over and above the agreed payments payable by the Contractor to the Contract Labours, if any declared by BHEL, shall be borne by BHEL.

In witness thereof the parties mentioned above have signed the agreement on the day and year above written in the presence of: