



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : HYDERABAD – 502032
FACTORY CIVIL ENGINEERING DEPARTMENT

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TENDER NOTICE NO. HY/FCD/OT-15/2016-17 DATED: 22.10.2016 Item No. 1

Name of work: **Support services for maintenance of horticulture works in factory and admn. Bldg. area during 2016-17.**

Name of the department : FACTORY CIVIL DEPARTMENT

Tender Notice No : **HY/FCD/OT-15/2016-17 Dt: 22.10.2016 Item No. 1**

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the above mentioned work.
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Tender Enquiry No., Name of work, Contractor name & address will be received at this office Up to **11.00 AM** on or before **17.11.2016** at vendor complex, beside administrative building, BHEL Ramachandrapuram. Technical bid be opened at 13.15 hrs on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download the same may do so. While submitting the tender documents, towards cost of tender document should be enclosed please refer at (Pg-04) of tender document. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
4. A set of tender documents (non-transferable) may be purchased on any working day from **28.10.2016 to 16.11.2016** between 09:00 hrs to 14:00 hrs from Factory Civil Dept, BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee (Pg-04) only in the form of cash in the Cash Counter of BHEL, /RC Puram or crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".
5. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

6. The salient features of the tender documents are as follows :

- i. Notice inviting Tender
- ii. Instruction to Tenderer
- iii. General terms and conditions
- iv. Duties and Responsibilities of Contractor
- v. Manpower
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(Signature & Designation of Official)

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1.0 NOTICE INVITING TENDER

Sl. No.	Tender Notice No.	Name of the work	Approx. Estimated Value of work (₹ in lakhs)	Earnest Money Deposit (EMD) (₹)	Period of Contract (Months from Date of Award)
1	HY/FCD/OT-15/2016-17	Support services for maintenance of horticulture works in factory and admn. Bldg. area during 2016-17.	77.15	1,54,500.00	12 months

Sl. No.	Description	
1	Cost of tender documents	₹ 250.00/- (if download from Web) ₹ 500.00/- (if purchased from Office)
2	Last date & Time for sale of tender documents	16.11.2016 at 14:00hrs From the office of Sr. DGM/Fy.Civil
3	Last date for receipt of tender	17.11.2016 at 11:00hrs
4	Date, time and place of tender opening	17.11.2016 at 13:15hrs , at VENDOR COMPLEX, BHEL, RC Puram, HYD.
5	Any corrigendum	Tenderers are advised to watch the web site regularly

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- 1) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- 2) Particulars of experience / credentials for the works executed of any labour intensive nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a) Three similar works completed/executed costing not less than the amount equal to 40% of the estimated cost of each work.
 - Or
 - b) Two similar works completed/executed costing not less than the amount equal to 50% of the estimated cost of each work.
 - Or
 - c) One similar work completed/executed costing not less than the amount equal to 80% of the estimated cost of each work.

Signature and Seal of Tenderer

Signature of Issuing officer

Similar Work: All kinds of Horticulture works or all types of labour intensive works shall be considered as similar works.

Note: Experience certificate issued by BHEL, RC Puram for any work executed in BHEL, RC Puram for past three years contains any adverse remarks the same will be a disqualification factor.

- 3) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- 4) Contractor shall furnish valid ESI Code Number and PF Code Number.
- 5) Contractor shall furnish PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority) & Income Tax Assessment/declaration copy for the last three (3) year shall be enclosed with the bid (self-attested copies).
- 6) Contractor shall obtain Labour License (Central Government) before commencement of work as applicable or if available to be enclosed along with the tender.

2.0 A Financial terms and conditions:

1. **Penalty terms:**
 - a) A penalty of 0.50 % of the gross value of work will be levied for every week's or part thereof delay in execution of work by the agency, subject to a maximum penalty of 10 % of gross value of the total work executed.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract. The EMD will be forfeited.
 - c) If the agency fails to commence the work as requested by the department penalty of 0.5% for weeks delay will be applicable.
 - d) If the contractor fails to deploy the required manpower other than statutory requirement i.e., leaves etc. as per contract a penalty of ₹500.80+10% for USW, ₹553.15+10% for SSW, ₹604.96+10% of SW per head per day will be imposed.
2. **Payment terms:** Payment to be based on the actual execution of the work as certified by executing agency.
3. **GST:-** All the terms and conditions of the contract with respect to taxes & duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms and conditions will be modified in accordance with the provisions of new laws (e.g. GST).

2.1 INSTRUCTIONS TO TENDERER

- 2.1.1 Tender is a two part bid system.
The tender documents consist of Part – A and Part - B as detailed below:
Part 'A': Techno-commercial Bid
Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.

Submission of tender covers for each work (separately) shall be as given below:

- 2.1.2 Cover 'A' -for Technical and Commercial Bid (sealed cover) super scribing the Tender Enquiry No., name of work, Contractor name & address and Part – A (Techno-commercial Bid). The format for Technical and Commercial Bid is attached to the Tender Document.

Note:

The tenderer shall not indicate the price or rate in the Part-A: Techno-commercial bid.

If any Contractor submits combined bid i.e., Tech. Bid and Price Bid in one cover, such offer shall be summarily rejected.

The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

- 2.1.3 Cover 'B' -for Price Bid (sealed cover) super scribing the Tender Enquiry No., name of work, Contractor name & address and Part – B (Price Bid). The format for Price Bid is attached to the Tender Document.
- 2.1.4 Cover-'C' -This cover shall contain sealed Cover A (Techno-commercial bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with Tender Enquiry No., name of work and Contractor name & address.
- 2.1.5 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.6 Part 'B' – the price Bid should not carry any conditions. Service Charge % should be quoted in clear terms in the format given by BHEL.
- 2.1.7 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.
- 2.1.8 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.1.9 The tenderer should submit the tender documents intact without detaching any page/ pages.
- 2.1.10 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 2.1.11 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.1.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.13 The Service Charge % should be quoted in figures as well as in words.
- 2.1.14 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.1.15 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Senior Manager/Purchase, Co-ordn., BHEL, RC Puram, Hyderabad-32 so as to reach on or before **11:00 hrs on 17.11.2016**. The tender documents may also be sent

either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on **17.11.2016 at 13:15hrs** on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.

- 2.1.16 For any further details required, Sr. DGM/Fy.Civil, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.**040-2318 2194, 2376**.
- 2.1.17 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The Service Charge % should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- 2.1.18 The Minimum Wages as per statute or BHEL notified wages revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.
- 2.1.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 2.1.20 The tenderer will be required to quote the Service Charge % (both in figures and words).
- 2.1.21 **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**
- i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
 - iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
- 2.1.22 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rates against each item /work (main as well as sub-work/item).
- 2.1.23 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL wages whichever is higher statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

- 2.1.24 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.1.25 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.26 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.27 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.28 Tender document should be complete in all respects.
- 2.1.29 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.
- 2.1.30 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.31 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
- 2.1.35 **SITE VISIT:**
- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- c. The Bidder should inform the BHEL at least Two days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

3.0 GENERAL TERMS AND CONDITIONS

- 1) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- 2) In case Contractor engages labour from outside State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979

NA: BHEL reserves the right to split up the work into convenient portions and award them to different contractors.

- 3) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- 4) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process
- 5) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language.
- 6) The tenderers must sign on all the pages of tender documents, including the NIT, which forms part of tender document.
- 7) A tender may be rejected while scrutiny of techno-commercial bid, in case there is any unsatisfactory past performance in the execution of an earlier contract.
- 8) Contractor shall follow general instructions and obligations of the Contractors as prescribed.
- 9) Contractor shall arrange Group Insurance and follow all relevant rules applicable from time to time.
- 10) The total safety of operation is Contractor's responsibility. Contractor should provide the following as per requirement to each workman and any additional PPEs if required in executing the contract.
 - a) Two pair of dresses in the beginning of the contract.
 - b) One safety helmet per annum.
 - d. One pair of shoe per annum along with two pairs of socks.
 - e. Safety goggles (U.V Protective glasses). (Min.3 nos. per annum)

- f. Safety goggles for Grinders (Min. 4 No's per annum).
- g. One Hand shield per annum.
- h. One Head shield per annum
- i. One pairs of hand gloves (leather) per month.
- j. Cora cloth 1/2 Mt. per month.
- k. One soap per month.
- l. Ear Plugs (Min.12 No's per annum).
- m. Dust masks (Min.24 No's per annum).
- n. Any other relevant safety Personnel Protective Equipments.

Each PPE items should follow BHEL Safety Engineering Standards.

- 12) Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required.
- 13) The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
- 14) 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 same as a statutory obligation.
- 15) BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason at any stage.
- 16) Above mentioned work shall be executed in accordance with the agreement conditions applicable to Labor works as per model contract of BHEL. A copy of the same can be had from the undersigned.
- 17) Upon awardal of the work, within 7 (seven) days the party has to execute an agreement with BHEL as per model contract before commencement of work.
- 18) Payment to the workers by Contractor to be made on or before 7th day of every month without fail through their common Bank accounts, otherwise suitable action shall be taken at Contractor's risk and cost.
- 19) Contractor has to issue wage slips to the workers before paying wages, maintain attendance, wage register and muster roll of his employees.
- 20) The quantities mentioned in the agreement schedule are worked out from the relevant data in the company and may or may not be the actual required for execution.
- 21) The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
- 22) If there is a delay in execution of work or denial, the work shall be awarded to another Contractor on **"RISK PURCHASE BASIS "**and the extra cost incurred shall be recovered from the Contractor.

- 23) If any information furnished by the tenderer is found false at a later stage, the tenderer shall be Black listed and the existing agreement and contract will also be cancelled at the risk and cost of the Contractor.
- 24) BHEL reserves the right to short close the contract with in period of any time in the event of bad performance of the Contractor or any other reasons detrimental to the interests of BHEL.
- 25) The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.
- 26) The tenderer shall not include any additional conditions / alter conditions either in techno-commercial bid or price bid.
- 27) Contract to be closed in all respects including final measurement recording in M-Book and submitting the bills with in two (2) months from the completion time as mentioned in the tender or approved date of completion whichever is later.
- 28) If the due date of tenders opening extended because of poor response the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation.
- 29) **NIL**

3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from Central Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.8 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.

3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

3.2 EARNEST MONEY DEPOSIT:

3.2.1 An amount of ₹ 1,54,500.00 Demand draft towards EMD to be enclosed along with technical bid or Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.

3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.

3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.

3.2.4 Forfeiture of EMD

EMD by the Tenderer will be forfeited as per following conditions, if:

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

- i. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- ii. 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/ contractors" and forfeited/ released based on the action as determined under these guidelines.

a) EMD shall not carry any interest.

b) EMD of successful tenderer will be retained as part of Security Deposit.

3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained

3.2.6 Nil

3.3 SECURITY DEPOSIT

3.3.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

The Maintenance period of the work is Nil from the actual date of completed and the security deposit will be released after completion of maintenance period.

3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

3.3.4 **Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt 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)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.4 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus , if any, (% as prevailing in BHEL RC Puram) if applicable, PF (12%), EDLI (0.5%), ESI, Gratuity, **Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess** as per norms and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the

documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

- 3.4.3 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 Act 1965, if applicable, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 State Govt. 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.

- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL 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.

- 3.4.5 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.

- 3.4.6 The tenderer 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 Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

- 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, if applicable, leave etc.

- 3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 , if applicable and Rules 1975, and is liable to pay Bonus to his workers.

- 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER:

- 3.5.1 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.

- 3.5.2 The contractor shall be responsible for safety of his workers 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 workmen.

- 3.5.3 The contractor, as the employer of his workmen, 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.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 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.
- 3.5.7 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.
- 3.5.8 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.
- 3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5. A. SAFETY:

- (i) 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.
- (ii) 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.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹ 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.

- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹ 10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹ 5,000.00 as mentioned above.
- (vi) The agency has to produce medical fitness certificate for his workman for suitability of workers to work on heights.

3.6 PERIOD OF CONTRACT

- i) The contract shall be, initially, for a period of 12 months.
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year or part on the same terms and conditions.

If the rate quoted/contract is valid for two years, Company may issue LOI initially for a period of one year. The company reserves its right to issues LOI /contract for the second year to the contractor on successful and satisfactory completion of first year contract. The contractor is bound to execute the contract for second year without any demur. If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor(where ever applicable).

- iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

- i) 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.
- ii) 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.
- iii) 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.

3.8 PAYMENT TO THE CONTRACTOR

- i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strictly during the contract period:

- a) In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
- b) If the unsatisfactory performance repeats, contract is liable to be short closed.
- ii. The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
- iii. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and cap as specified by BHEL.
- iv. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965.
- v. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period.
- vi. **Implementation of price variation clause:** Any increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL RC Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR. In case of decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent.

Increase is admissible on the variable components such as wages, dearness allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time.

3.9 SUB-CONTRACTING

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 express written approval of BHEL.

3.10 LAWS GOVERNING THE CONTRACT

- i) 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.
- ii) 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.
- iii) 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.

3.11 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 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.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen 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.
- 4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9 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.
- 4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - (ii) Annual Return in Form 6A along with Form 3A.
(till this procedure is discontinued by the PF authorities)
- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995 Declaration of Nomination, Form No.2 Para 33 and 61 (1). Attendance, Wage Register, any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948

- i. The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
- ii. The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
- iii. The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the period of Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him. Increase is admissible on the variable components such as wages, dearness allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time. The agency service charges is not applicable on the increased DA.

- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- 4.16 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 more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proposed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.

- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
- | | |
|--------------------|-------------|
| (I) Leave Register | Form No. 15 |
| (II) Nomination | Form No. 25 |
- 4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed

during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.

- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 **A Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the maintenance period of the contract and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 The Contractor shall be required to deposit **Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess** as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965 if applicable, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 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.

- 4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.39 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.
- 4.40 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.
- 4.41 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42 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.
- 4.43 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 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, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.

- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.54 **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 Arbitration shall be Hyderabad 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 Sangareddy Courts.

SCHEDULE 'A'**Contract period: 12 Months****CONTRACT WORK DESCRIPTION : Support services for maintenance of horticulture works in factory and admn. Bldg. area during 2016-17.**

Sl. No.	Description	Quantities recommended for 16-17	Unit
	PART - A - Support services for maintenance.		
1	<u>Lawns, Hedges and Borders:</u> Maintenance including watering of lawns, hedges and borders through sprinkler system wherever sprinkler system available including cleaning of spray heads wherever required, watering through hose pipes wherever sprinkler system is not available, cutting of hedges and borders, mowing of lawns by power lawn mower including power connection to the nearest power point, sweeping and disposal of cut grass, weeding of lawns, hedges and borders, application of manures, fertilizers, insecticides, as and when required and as directed by Engineer-in-charge. Also it includes repair and replanting. 25 unskilled services are required for completing one operation per a day.		
a	Basic Wages for 25 Unskilled service	263.00	One operation
b	Leave Wage for 25 Unskilled service	25.00	One operation
2	<u>Flower beds & rock gardens and plant boxes:</u> Maintenance including preparation of flower beds by digging of 30 cms deep, application of fertilizers and manures, refilling and leveling etc., marking, seed sowing (or) planting including gap filling, application of manures and fertilizers and spraying of pesticides and insecticides, weeding and mulching, removal of dead flowers, watering the beds and also includes repair and replanting etc. complete as directed by Engineer-in-charge. 6 unskilled services are required for completing one operation per a day.		
a	Basic Wages for 6 Unskilled service	263.00	One operation
b	Leave Wage for 6 Unskilled service	25.00	One operation

Signature and Seal of Tenderer

Signature of Issuing officer

Sl. No.	Description	Quantities recommended for 16-17	Unit
3	Trees & shrubs: Maintenance including watering, mulching and weeding the top soil, application of manures, fertilizers, pesticides and insecticides, pruning and trimming of trees, gap filling as and when required. It also includes propagation of trees and shrubs at nursery etc. complete as directed by Engineer-in-charge. 6 unskilled services are required for completing one operation per a day.		
a	Basic Wages for 6 Unskilled service	263.00	One operation
b	Leave Wage for 6 Unskilled service	25.00	One operation
4	Potted Plants: Maintenance including watering once daily, mulching and weeding the soil including top dressing, turning the pots, application of manures, fertilizers, pesticides and insecticides, pruning and shaping, repotting including removing from pot, trimming the roots, filling the new soil, planting etc., colouring the pots including mixing the colour and applying, repotting the broken pots, as and when required. Placing of decorative pots in buildings including shifting the pots on rotations. This also includes arrangement of pots on important occasions, mixing of potting soils, propagation of plant material in nursery as and when required as directed by Engineer-in-charge. 3 unskilled services and 2 Semiskilled services are required for completing one operation per a day.		
a	Basic Wages for 3 Unskilled service	263.00	One operation
b	Leave Wage for 3 Unskilled service	25.00	One operation
c	Basic Wages for 2 Semiskilled service	263.00	One operation
d	Leave Wage for 2 Semiskilled service	25.00	One operation
5	Cleaning of Lawns: Cleaning of parks, lawns, Nurseries and open areas around garden by sweeping and removal of leaves / waste materials including stacking as a heap in an identified places for disposal etc. complete as directed by Engineer-in-charge. 2 unskilled services are required for completing one operation per a day.		
a	Basic Wages for 2 Unskilled service	263.00	One operation

Sl. No.	Description	Quantities recommended for 16-17	Unit
b	Leave Wage for 2 Unskilled service	25.00	One operation
6	Assisting in Operation of Fountains - 7 No.s is Factory area with 1 skilled Services , repairs to electrical panel box, repairs to chokages for the nozzle and operation of borewells and also electrical works assigned by the department where ever required etc. complete all as directed by Engineer-in-charge.		
a	Basic Wages for 1 skilled service	263.00	One operation
b	Leave Wage for 1 skilled service	25.00	One operation

6-A TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited

H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work '-----' -against Tender Enquiry No.

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|-----|-------------------------------|------------|
| 1. | Notice Inviting Tender | |
| 2. | Bid Application | |
| 3. | Bid Questionnaire – A | } |
| 4. | Bid Questionnaire – B | |
| 5. | Declaration by Tenderer | |
| 6. | Instructions to tenderer | |
| 7. | General terms and conditions | (Part – A) |
| 8. | Specific terms and conditions | |
| 9. | Evaluation of price bid | |
| 10. | Scope of Work & Schedule-A | |
| 11. | Price Bid Format | (Part – B) |

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am /We are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Strike out which is not applicable

Signature of the Tenderer

Date:

PART - A

TECHNICAL BID - I

Tender Enquiry No. :

Date:

Details of the Contractor:

- a) Name and address of the Firm:
- b) Name and address of the proprietor:
- c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
- (If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

- d) Is any relative of tenderer employed in BHEL Yes / No
- (If yes furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date:

Signature and Seal of Tenderer

Signature of Issuing officer

TECHNICAL BID - II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No.	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex.2011-12,2012-13 & 2013-14	
09	Any other comments	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No.01, 03, 08 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer

Date:

Signature and Seal of Tenderer

Signature of Issuing officer

SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- vii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus if any, issue of PPE, uniform cloth, safety shoe etc., based on which the contractors future bid if any in BHEL will be evaluated.

EVALUATION OF PRICE BID:

- i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria
- ii. Price bid evaluation will be made on the basis of service charge % quoted by bidder.
- iii. In the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.

6-C PROFORMA FOR PRICE BID

Enclosed as a separate File.

7.0 DECLARATION BY TENDERER

I, -----, aged ----- Yrs., S/o -----,

residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :

Place :

GENERAL TERMS AND CONDITIONS OF CONTRACT AGREEMENT

1. **Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
2. The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workmen and then claim bills from BHEL. The contractors

would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
3. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL.
4. Bonus: Bonus if applicable as circulated by HR-IR from time to time.
5. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period.
6. 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, RC Puram (whichever is higher) from time to time)
 - (c) Payment of Wages Act, 1936
 - (d) ESI Act, 1948
 - (e) EPF & Misc. Prov. Act, 1952
 - (f) Employees Compensation Act, 1923.
 - (g) A.P 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.
7. a. The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHEL RC Puram under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.

b. The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the contractor engages workmen recruited from outside State of Telangana in which BHEL RC Puram located. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.

8. The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract

Labour Cell of the company, **without which labour entry permission will not be granted.**

(a) Form XIII	-	Register of workmen employed by contractor (Rule 75)
(b) Form XIV	-	Employment card issued by contractor (Rule 76)
(c) Form XVI	-	Muster Roll (Rule 78(1)(a)(i))
(d) Form XVII	-	Register of wages (Rule 78(1)(a)(i))
(e) Form XVIII	-	Register of wages-cum Muster Roll (in case of weekly payment)
(f) Form XIX	-	Wage Slip (Rule 78)(b)
(g) Form XX	-	Register of deduction for damages or loss (Rule 78)(1)(a)(ii)
(h) Form XXI	-	Register of files (Rule 78)(1)(a)(ii)
(i) Form XXII	-	Register of advances (Rule 78)(1)(a)(ii)
(j) Form XXIII	-	Register of overtime (Rule 78)(1)(a)(iii)
(k) Form XXIV	-	Return to be sent by the contractor to licencing Officer (Rule 82)(1)

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970

- Copy of licence to be displayed at the workspot as required under Rule 25 (2) 9
- Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i)
- Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
- An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
- Copies of Notices required to be displayed as per Rule 81(1) (i) and any change occur the same shall be submitted as per Rule 81 (2).

- f. Notice of commencement of work has to be given as required under Rule 25 (2)
 - (viii) in form VIA
 - g. Register of person employed to be maintained as required under Rule 75
 - h. Employment cards were to be issued as per rule 76 (i)
 - i. Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
 - j. Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
 - k. Register of overtime to be maintained as per rule 78(1)(a)(iii)
 - l. Wage slips have to be issued as per rule 78(1)(b)
 - m. Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
 - n. Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
First aid facilities to be provided for the use of the workers as per rule 58 read with section 19

Creche facilities to be provided for the use of children of women as per Rule 25(2)(vi)
9. The contractor shall observe
- a. Weekly rest day
 - b. The Company List of Holidays.
10. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.
11. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section
12. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable
13. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.
14. The Contractors shall pay to their workmen applicable minimum wages / BHEL Fair Wages whichever is higher.

15. The Contractor shall comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram) if applicable, PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax, Swachh Bharat Cess as per norms and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
16. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
17. Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
18. 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 Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
19. The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
20. 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.
21. Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
22. Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
23. 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.

24. 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.
25. 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.
26. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer in charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
27. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
28. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
29. 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.
30. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
31. The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
32. The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
33. 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.

34. 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.
35. The Income tax as applicable will be deducted from the bill of the contractor.
36. Each Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, leave etc.
37. The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
38. In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the Contractor shall extend paid Holiday/s to his workmen.
39. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL RC Puram (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e. 12% shall be paid on total wages paid to the contract labour.
40. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
41. The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.
42. The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL
43. The contractor shall provide the required safety equipment to the labours engaged by him.
44. Contractor shall issue "Employment Card" to all labour and supervisors covered under the labour / works / job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.
45. A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section
46. 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.

47. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the Company and may or may not be the actuals required for execution.
48. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
49. 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 be from time to time shall be done by the Company official.
51. For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
52. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
53. 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.
54. Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.
55. The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
56. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
57. 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.
58. The contractor shall employ only such personnel who found fit 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.

59. 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.
60. Out of total manpower to be deployed the Contractor shall to the extent possible deploy 15% scheduled castes and 7.5% of scheduled tribe community.
61. 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.
62. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk.
63. Violation of applicable safety, health & environment related norms, a penalty of ₹ 5,000.00(Rupees Five thousand) per occasion shall be imposed.
64. Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
65. In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹ 10,00,000.00 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.
66. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials 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 of the Company shall be taken down and removed from the work site at the contractor's expenses.
67. 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, specifications, notes, procedures etc.
68. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final and binding on the Contractor.
69. 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.
70. If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of

which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.

71. It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.
72. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
73. The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
74. 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.
75. 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 bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works/dharnas etc., The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.
76. 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.
77. 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.
78. 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.
79. 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.

80. 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.
81. 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.
82. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy Dist. only shall have the jurisdiction.
83. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
84. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.
85. The labour employed by the Contractor, if found in abetting any 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 as applicable from time to time.
86. Wherever BHEL / COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
87. 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.
88. 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.
89. Over and above the agreed payments payable by the Contractor to the Contract Labours, if any declared by BHEL, shall be borne by BHEL.

SPECIAL INSTRUCTIONS

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised Officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender 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" (Ex. DGM (CDC)) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of 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 120 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. The tenderers must satisfy themselves by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.

Guidelines and statutory payments to Contract work force for submitting tenders for Civil Works as per Circular issued by BHEL.

Daily wage rate is exclusive of Holiday and Leave Wage.
Wage rates as on date i.e. 01.10.2016

U S W	: ₹ 500.80	per day Inclusive of weekly off.
S S W	: ₹ 553.15	" "
S W	: ₹ 604.96	" "

i) Leaves and Holidays

- + 12 days paid holidays / per year
- + 18 paid leaves / per year.

ii) P F and E S I contributions wages

PF @ 13.36 % inclusive of administrative charges @1.61% and ESI @ 4.75% of basic wages should be contributed by the contractor on above daily wages.

The contractor's are advised to quote the rates considering the above statutory payments and also future increase in wage rate to contract work force. BHEL will not pay any escalation charges in minimum wages during the contract period.

Note:- After completion of the work if experience certificate is required for the contractor the agency has to submit the request on his letter head as per the BHEL standard proforma (the proforma will be given at the time of request of experience). The Factory Civil department will be forwarded to HR-IR in term after HR-IR recommendation the request will be forwarded to Finance. The Finance will be certify the value of work executed/paid by BHEL. Finally HR-IR will issue the experience certificate.

REVERSE AUCTION

ANNEXURE - AA

TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ONLINE BIDDING (THROUGH A SERVICE PROVIDER)

- (i) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (ii) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- (iii) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- (iv) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- (v) Business rules like event date, time, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- (vi) Bidders have to fax the Compliance from (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- (vii) In line with NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, insurance, Service Tax, Swachh Bharat Cess as per norms for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (viii) Reverse auction will be conducted on a scheduled date & time.
- (ix) At the end of Reverse Auction event, the lowest bid value will be known on auction portal.
- (x) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- (xi) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

- (xii) Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
- (xiii) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- (xiv) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- (xv) **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

ISSUING OFFICER

Signature and Seal of Tenderer

Signature of Issuing officer

GENERAL TERMS AND CONDITIONS

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **Service provider**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **Service provider**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or **Service provider** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
 - 1) Sealed bid Reverse Auction / Initial Auction.
 - 2) Online English Reverse (No Ties) Auction.
5. **DURATION OF AUCTION** The duration of Auction will be for 60 Minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the time of the Reverse Auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement/multiples of the minimum Bid decrement. Also please note that the start price of an item in the on line reverse auction is open to all participating bidders. Any bidder can start bidding in on line reverse auction, from the start price itself. If the start price is your own on line initial sealed bid price, you still need to bid in the on line reverse auction. More over please note that the first on line bid that comes on the system during on line reverse auction can be equal to on line auction's start price, or lesser than auction's start price by one or multiples of decrement . The second on line bid and onwards will have to be lesser than the L1 rate by one decrement value, or by multiples of the decrement value.

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

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

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

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
 - If BHEL is not satisfied with the outcome of Reverse auction, BHEL reserves the right to re-conduct the reverse Auction.
 - BHEL along with **Service provider** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **Service provider** after the first posting shall be deemed to have been accepted if the Bidder continues to access the portal after that time.
 - **Service provider** shall not bear the responsibility for any interruption or delay in accessing the portal irrespective of the cause.
 - **Service provider** is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - **Service provider** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
12. All the Bidders are required to submit the Process Compliance Form **(Annexure- II)** duly signed to **Service provider** by XXXXXXXX after the receipt of the Process Compliance Form; Log in ID & Password shall be allotted to the suppliers (bidders).
13. After the completion of the Auction event, successful bidder has to submit the Prices in the **Annexure-III** immediately to **Service provider** for further proceedings.

Note: Name of the Service provider will be intimated before conducting reverse auction by BHEL.

ANNEXURE -II

Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before faxing)

To,

(Name of the service provider)

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ (Tender Enq. No. HY/FCD/OT-15/2016-17 Dt: 22.10.2016 Item No. 1) document for the work of "Support services for maintenance of horticulture works in factory and admn. Bldg. area during 2016-17".

This letter is to confirm that:

- 1) The undersigned is the authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that we will enter the price in RA portal, which should be same as already submitted in Hard copy to BHEL in sealed bid.
- 5) We have noted that, in case of prices quoted in dynamic bid is higher than the prices submitted in seal bid, the difference shall be reduced from the final reverse auction price. We will accept order at that reduced price.
- 6) We have noted that BHEL shall take action as appropriate, in case we do not enter the same price as already submitted in Hard copy to BHEL in sealed bid.
- 7) We have noted that incase BHEL resorted to re-tendering, due to clause 6 of business rule for price discrepancy, the procurement shall be done from the some other sources at our Risk & Cost.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **Annexure III** besides sending the same by courier both to M/s. BHEL and **Service provider**.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Scan & email this document: Service provider

Annexure III
Price Confirmation

(To be submitted by the bidder on their Letterhead, duly stamped & signed after the completion of the Reverse Auction)

To,

(Name of the service provider)

Sub: Final price quoted during online reverse auction and price break- Up with Taxes and duties.

Tender Enq. No. **HY/FCD/OT-15/2016-17 Dt: 22.10.2016 Item No. 1** for “Support services for maintenance of horticulture works in factory and admn. Bldg. area during 2016-17”.

Dear Sir,

We confirm that we have quoted a total contract value for an amount of ₹_____ .i.e. (cost to BHEL) as per the format provided by BHEL at Annexure-IV as our final lump sum prices during the Reverse Auction conducted today. The break-up will be as per Annexure-IV.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Proforma for Contract Agreement

Agreement No

Date : IR No :
Name of the work :

This agreement is made on(date in words) between M/s Bharat Heavy Electricals Limited, Ramachandrapuram, HYDERABAD-502 032 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 (Name of the work), 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..... as per schedule **enclosed** herewith containing full details of description of work, payment terms and rate per unit of work vide LOI/Work Order.....dated..... subject to the terms and conditions stipulated hereunder in addition to 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 Rs...../- (RupeesOnly) in the form of :
.....
3. **Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
4. The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
5. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. The Contractor is required to submit their claims along with proof of expenditure incurred and acknowledgement from his workmen for providing uniform, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs.1000/- (including all) for two pairs of Uniform to each workmen.

Signature and Seal of Tenderer

Signature of Issuing officer

BHEL will not entertain any additional / excess claims than the ceiling limit provided herein and contractor agrees to accept the same.

6. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period – [If applicable](#).
7. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period. The contractor is required to submit their claims with proof of expenditure incurred in providing Personal Protective Equipment to his workmen, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs. 800/- for Personal Protective Equipment to each workmen for the whole contract period. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein unless the contractor offers such additional / excess claims in the Price Bid and BHEL accepts to the same.
8. The contractor shall fully comply with the following enactments / guidelines:
 - (a) Contract Labour(R & A) Act, 1971& 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, RC Puram (whichever is higher) from time to time)
 - (c) Payment of Wages Act, 1936
 - (d) ESI Act, 1948
 - (e) EPF & Misc. Prov. Act, 1952
 - (f) Employees Compensation Act, 1923.
 - (g) A.P 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.
9.
 - a. The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHEL RC Puram under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.
 - b. The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 incase the contractor engages workmen recruited from outside State of Telangana / other State than in which BHEL RC Puram located. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.
10. The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, **without which labour entry permission will not be granted.**

- | | | |
|----------------|---|---|
| (a) Form XIII | - | Register of workmen employed by contractor (Rule 75) |
| (b) Form XIV | - | Employment card issued by contractor (Rule 76) |
| (c) Form XVI | - | Muster Roll (Rule 78(1)(a)(i)) |
| (d) Form XVII | - | Register of wages (Rule 78(1)(a)(i)) |
| (e) Form XVIII | - | Register of wages-cum Muster Roll (in case of Weekly payment) |
| (f) Form XIX | - | Wage Slip (Rule 78)(b) |
| (g) Form XX | - | Register of deduction for damages or loss (Rule 78)(1)(a)(ii) |
| (h) Form XXI | - | Register of fines (Rule 78)(1)(a)(ii) |
| (i) Form XXII | - | Register of advances (Rule 78)(1)(a)(ii) |
| (j) Form XXIII | - | Register of overtime (Rule 78)(1)(a)(iii) |
| (k) Form XXIV | - | Return to be sent by the contractor to licencing Officer (Rule 82)(1) |

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970

- a. Copy of licence to be displayed at the workspot as required under Rule 25 (2) 9 (ix)
- b. Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i)
- c. Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
- d. An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
- e. Copies of Notices required to be displayed as per Rule 81(1)(i) and any change occur the same shall be submitted as per Rule 81 (2).
- f. Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
- g. Register of person employed to be maintained as required under Rule 75
- h. Employment cards were to be issued as per rule 76 (i)
- i. Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
- j. Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
- k. Register of overtime to be maintained as per rule 78(1)(a)(iii)
- l. Wage slips have to be issued as per rule 78(1)(b)
- m. Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
- n. Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
- o. First aid facilities to be provided for the use of the workers as per rule 58 read with section 19

- p. Creche facilities to be provided for the use of children of women as per Rule 25(2)(vi)
11. The contractor shall observe
(a) Weekly rest day
(b) The Company List of Holidays.
12. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.
13. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section
14. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State/Central Labour Department as applicable
15. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.
16. The Contractors shall pay to their workmen applicable minimum wages / BHEL Fair Wages whichever is higher.
17. The Contractor shall comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax(Composite) and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
18. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
19. Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
20. 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 Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.

21. The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
22. 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.
23. Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
24. Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
25. 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.
26. 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.
27. 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.
28. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer incharge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
29. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipment's.

30. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
31. 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.
32. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
33. The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
34. The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
35. 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.
36. 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.
37. The Income tax as applicable will be deducted from the bill of the contractor.
38. Each Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
39. The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
40. In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the Contractor shall extend paid Holiday/s to his workmen.

41. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL RC Puram (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e. 12% shall be paid on total wages paid to the contract labour.
42. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
43. **IMPLEMENTATION OF PRICE VARIATION CLAUSE** Any increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL RC Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR. In case of decrease in the Variable. Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent.

Increase is admissible on the variable components such as wages, dearness allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time.
44. The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
45. The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL
46. The contractor shall provide the required safety equipment to the labours engaged by him.
47. Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.
48. A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section
49. 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.
50. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the Company and may or may not be the actuals required for execution.

51. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
52. 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 be from time to time shall be done by the Company official.
53. For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
54. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
55. 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.
56. Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.
57. The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
58. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
59. 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.
60. The contractor shall employ only such personnel who found fit 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.
61. 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.

62. Out of total manpower to be deployed the Contractor shall to the extent possible deploy 15% scheduled castes and 7.5% of scheduled tribe community.
63. 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.
64. 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.
65. Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
66. Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
67. In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.
68. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials 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 of the Company shall be taken down and removed from the work site at the contractor's expenses.
69. 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, specifications, notes, procedures etc.
70. 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 and binding on the Contractor.
71. 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.
72. If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.

73. It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.
74. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
75. The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
76. 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.
77. 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 bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works/dharnas etc., The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.
78. 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.
79. 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.
80. 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.
81. 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.

82. 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.
83. 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
84. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy Dist. only shall have the jurisdiction.
85. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
86. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.
87. The labour employed by the Contractor, if found in abetting any 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 as applicable from time to time.
88. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
89. 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.
90. 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.

91. Over and above the agreed payments payable to the Contract Labours, 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:

Signature of the Contractor

Signature of the officer on
behalf of the Company.

Witness:

1. Signature, Name and Address.
2. Signature, Name and Address.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at Siri Fort, New Delhi-110049 through its Unit at Ramachandrapuram, Hyderabad -502032 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ ³ valued at Rs..... ⁴ (Rupees _____) ⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ ⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the Head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____ ⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ ⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to

sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date ____ Day of _____
for (indicate the name of the Bank)

(Signature of Authorised signatory).

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. I.e. Bharat Heavy Electricals Limited.

² NAME AND ADDRESS OF THE VENDOR/CONTRACTOR/SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE.

⁴ PROJECT/SUPPLY DETAILS.

⁵ BG AMOUNT IN FIGURES AND WORDS.

⁶ VALIDITY DATE.

⁷ DATE OF EXPIRY OF CLAIM PERIOD.

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE.

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD.

Note: The expiry of claim period shall be 2 months after validity date.

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016

Signature and Seal of Tenderer

Signature of Issuing officer

To be filled up by the bidder /Contractor

S.No	Description	Data to be filled by Bidder/Contractor
1	Name of the Contractor Full Address Contractor's code No Contact person Phone , Fax Mobile Nos. Email ID	: : : : : :
2	Details of DD/Cash receipt a) D.D or Cash receipt No.s for EMD b) DD/Cash receipt No.s for cost of tender documents .(DD/C. R. s has to be enclosed along with this bid).	: :
3	Particulars of experience/credentials as detailed in notice. (Completion certificate of works to be enclosed)	: :
4	ESI No. (Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from Concerned authorities).	:
5	PF CODE No. (Copy to be enclosed)	: Pl read as per prequalification criteria
6	PAN No. (Copy to be enclosed)	:
7	VAT Reg. No: (Copy to be enclosed)	: NA
8	LABOUR LICENCE (Copy to be enclosed if available) Valid up to : In case not available, bidder shall submit the Licence before commencement of the work.	:
9	Annual turnover during 3 years. (with supporting documents)	:
10	Service Tax No (Copy of certificate/Proof of application to be enclosed/to be submitted before release of payment)	:

Signature and Seal of Tenderer

Signature of Issuing officer