

Issued to: _____



**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-32
TOWNSHIP ADMINISTRATION**

TENDER DOCUMENTS

PART A-TECHNICAL BID

Name of the work: "Grass Cutting and Jungle Clearance in Township Area" - Rate Contract.

Tender Notice: HY/TA/OT-01/2020-21, Date. 07.05.2020

TENDERER

Address:

ISSUING OFFICER

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

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**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD-32
(Township Administration Department)**

TELEGRAM: BHARATELEC TELEPHONE NO. 23182157 & 23183585

TENDER NOTICE

Name of the department : TOWNSHIP ADMINISTRATION-CIVIL
Tender Notice No : **HY/TA/OT-01/2020-21, Date: 07.05.2020**

1. Bharat Heavy Electricals Limited is a Government of India 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 Contractors, who fulfill qualification criteria as stipulated in the NIT, for the work, of **"Grass Cutting and Jungle Clearance in Township Area" - Rate Contract**.
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Techno Commercial bid as Part A and Price bid as Part B) super scribing the Name of work, Part Number and Tender reference shall be submitted to DGM/Purchase Co-ordination, Vendor Complex Building, BHEL Ramachandrapuram, Hyderabad-32 on or before 11.00 hrs (time) on Date **29.05.2020**. Technical bid will be opened at **13:30 hrs** on the same date. Further information if any, may be obtained from the office of AGM/TA, Township Administration Department, BHEL, Hyderabad - 502 032, Telangana State.
3. The tender documents are hosted in the website of BHEL www.bhel.com. Those who wish to download the same may do so from website. While submitting the tender documents, **Banker's cheque/Pay order / demand draft in favour of "BHEL-RC PURAM, HYDERABAD-32" or EFT document** towards cost of tender document should be enclosed. The cost of Tender documents downloaded through website is Rs.500/- only. 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 the BHEL website only. Brief scope of the work and related information are provided in the enclosures.
4. A set of tender documents (non-transferable) may also be purchased on any working day (Monday to Saturday) between 09:00 hrs. to 12:00 hrs. from **Township Admn. Planning Dept**, BHEL, RC PURAM, HYDERABAD - 32 by paying the prescribed Tender fee of **Rs.1000/-** by way of Banker's cheque/Pay Order/Demand Draft/EFT in favour 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 or receipt of tender documents by the Agency.

(Signature & Designation of Official)

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1.0 DETAILS OF THE WORK:

TENDER NOTICE NO	HY/TA/OT-01/2020-21, Date: 07.05.2020
Name of work	"Grass Cutting and Jungle Clearance in Township Area" - Rate Contract
Earnest Money Deposit	Rs.8,000/- (approx. 2% of the estimated value).
Approximate Estimated Value of work	Rs. 3,82,079.64/- plus GST Extra
Tender document fee	Rs.500/- (through Web) , Rs 1000/- if purchased
Last date for sale of Tender Documents	28.05.2020
Last date & Time for receipt of tenders	29.05.2020 ON OR BEFORE 11:00 HRS
Date, time and place of tender opening	29.05.2020, 13:30 HRS AT VENDOR COMPLEX
Period of Completion	12 Months
Maintenance period	NA
Any corrigendum	Agencies are requested to update themselves from BHEL website(www.bhel.com) regularly.

Name & Address:

Email: _____

Fax no: _____

Phone: _____

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2.0 PREQUALIFICATION REQUIREMENTS:

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

- i) Average annual financial turnover during the last 3 years, ending 31st March of the immediately preceding financial year (should submit balance sheet & P&L account for last 3 years - certified by Chartered Accountant), should be at least **Rs.1.15 lakhs** (30% of the estimated cost). Further, **if** the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover.
- ii) Particulars of experience / credentials for the works of similar nature executed during the previous 7 years (Completion and experience certificate of the works to be enclosed) ending last day of the month previous to the one in which applications are invited should be either of the following:
 - a. All Kinds of civil works - Three completed works each costing not less than **Rs.1.53 lakhs**, i.e., 40% of the estimated cost;
OR
 - b. All kinds of civil works - Two completed works each costing not less than **Rs.1.91 lakhs**, i.e., 50% of the estimated cost;
OR
 - c. All kinds of civil works - One completed work costing not less than **Rs.3.06 lakhs**, i.e., 80% of the estimated cost.

Similar work means: Bidder should have successfully executed:

All kinds of Civil Maintenance works.

Important Notes:

- (a) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered.
- (b) Bidder may attend Pre-Bid discussion before opening of tender with prior appointment in their own interest. Any doubts / clarifications will be clarified during the pre-bid discussions
- (c) Conditional tender will not be accepted.
- (d) Bidder has to submit **TDS Statement** in Form 26AS as supporting document for the work experience submitted by him.
- (e) Bidders should visit the site and make themselves conversant with the actual site conditions and situation before bidding for the tender.
- (f) Any adverse remarks in the experience certificate will be a disqualification factor.
- (g) "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 firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- (h) Valid ESI Code Number and P.F. Code Number **should be furnished**.
- (i) Bidders are required to furnish a copy of their GST Registration Certificate as well as PAN CARD.

2.1 General Conditions:-

2.1.1 Period of contract shall be as mentioned above.

2.1.2 Tenders are on two - part bid method (techno commercial bid and price bid).

2.1.3 Tender documents can be collected from Township Administration Office, BHEL, RC Puram . Cost of document shall be paid in the form of Demand Draft or Bankers Cheque or Pay Order or **EFT** (*with proof of transfer/receipt*) enclosed to the technical bid.

2.1.4 The requisitions for tender documents shall be addressed to AGM/TA, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft / Banker's Cheque/EFT document/Pay Order drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD-32'. Tender also may be downloaded or documents collected in Person by the contractor or his authorized representative.

2.1.5 The tender documents in a closed envelope may be sent preferably by registered post or speed post with in the specified date and time. The envelopes may also be sent through a representative of the bidder for dropping in the box kept for the purpose on or before the specified date and time in the vendor complex behind Admn. Bldg.

2.1.6 **Tender bid without EMD and Tender cost as stipulated are liable for rejection.**

2.1.7 BHEL reserves the right to reject any or all Tenders in part or in full without assigning any reason whatsoever.

2.1.8 PENALTY CLAUSES:

- A penalty of 0.5% of the gross value of work will be levied for **delay of** every week **or part thereof** subject to a maximum penalty of 10% of the gross value of work.
- Successful bidder has to pay the Security Deposit within 15 days after receival of LOI copy either through mail or hard copy whichever is earliest, otherwise a penalty of Rs. 5000/- per week delay shall be implemented. Even after repeated remainders, agency could not able to pay the Security Deposit; Contract will be terminated by forfeiting the EMD with implementing banning of business rules as per the BHEL rules.
- Agency shall pay the wages as per the BHEL rules and regulations otherwise a penalty of 0.5% will be implemented on the executed value of the work till date during that period.
- Agency shall start the work within 15 days after receival of LOI copy through mail or Hard copy, otherwise penalty of 10% will be implemented on the EMD value, agency shall pay the Security Deposit with penalty or otherwise the same penalty amount shall be deducted from the running bills.
- Please refer clause 3.52 (iv) and impose penalty as per the clause.
- Please refer clause 10.0 and impose penalty as per the clause.

2.1.9 The bid documents may be submitted in separate sealed covers as below:-

- i) Cover-A - for Techno Commercial Bid
- ii) Cover-B - for Price Bid
- iii) Cover-C- Common cover in which both technical and price bids are deposited, super scribing the name of work and NIT number on each cover.

2.1.10 Tender will be finalized on lowest cost to BHEL. In the price bid, tenderers should quote the percentage rate higher than/lower than/equal to the estimated value of work at which they wish to bid. The quoted percentage (higher than/lower than/equal to the estimated value) will be applicable for all items of the Schedule. Conditional offers will not be accepted.

2.1.11 A tender may be rejected during scrutiny of technical bids if the past performance of the bidder is found to be unsatisfactory.

2.1.12 All the BHEL General Conditions of the Contract which is enclosed is applicable.

2.1.13 Tender evaluation will be done on the basis of Total Cost to BHEL.

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2.1.14 Contractor shall provide the valid e-mail id and all the communication made to that email id shall be treated as official correspondence. Offers without valid Email id will be treated as incomplete offer and will not be considered for tender evaluation.

2.1.15 Any clarifications sought from the contractors during the tender evaluation process, an email seeking clarifications and followed by two reminders through email will be sent with a response time of 2 days from the date of email and if no response is received from the contractor, it is treated as **if** contractor does not possess the information sought and will be disqualified without any further notice. In cases where the contractor replies within the response time period of 2 days and seeks further extension of time, then BHEL reserves all its right to grant further time depending upon the reasonability of the case and all decisions taken by BHEL in this regard shall be final and binding on the contractor.

2.1.16 If any contractor is found to have submitted fake documents during our verification his offer shall be treated as disqualified without any further notice and suitable action as per the BHEL Guidelines for Suspension of Business Dealings with Suppliers/Contractors will be taken against the contractor.

2.1.17 Any additional documents (over and above those mentioned in NIT) may be sought by BHEL during the scrutiny of the tender. The contractor has to submit all the required documents sought by BHEL within the stipulated time.

2.1.18 All the copies of certificates enclosed shall be attested by the contractor with seal.

2.1.19 In case the contractor is a Partnership Firm or a Company, the same should be duly registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956.

2.1.20 The Successful tenderer has to get the license from Central Labour Dept., (if applicable) under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.

2.1.21 Tenderer should have independent ESI Employer code under ESI Act 1948.

2.1.22 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

2.1.23 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.

2.1.24 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.

2.1.25 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.

2.1.26 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.

2.1.27 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.

2.1.28 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

2.1.29 The Contractor should be a well-established organization in existence for at least three years. If the Contractor is a Partnership Firm or a Company, copies of registration documents shall be furnished.

2.1.30 If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

2.1.31 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

2.1.32 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 (31) and (32) above.

2.1.33 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.

2.1.34 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Two years from the date of issue of ' acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents

2.2 TAXES AND DUTIES WRT GST

2.2.1 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

2.2.2 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

2.2.3 The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.

2.2.4 Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.

2.2.5 Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.

2.2.6 Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

2.2.7 Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.

2.2.8 In case of any short supply of goods or service, Vendor has to raise a credit note for short supplied quantity as per GST provisions.

2.2.9 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

2.2.10 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

2.2.11 A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

3.0 INSTRUCTIONS TO TENDERER

- 3.1 Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below:
- 3.2 Part 'A': Techno-commercial Bid (*To be submitted in sealed cover enabling us to open ondate....*)
- 3.3 Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.
- 3.4 Part 'A' must be duly completed and super-scribed "Tender Enquiry No. HY/TA/OT-01/2020-21, Dt.07.05.2020". Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. 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.
- 3.5 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Tender Enquiry No. HY/TA/OT-01/2020-21, Dt 07.05.2020 Part 'B' - Price Bid ".
- 3.6 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.
- 3.7 Part 'B' - the price Bid should not carry any conditions. Price / rate % should be quoted in clear terms in the format given by BHEL.
- 3.8 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in techno- Commercial Bid.
- 3.9 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed and stamped 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.
- 3.10 The tenderer should submit the tender documents intact without detaching any page or pages.
- 3.11 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 3.12 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 3.13 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.

- 3.14 The price/rate % should be quoted in figures as well as in words.
- 3.15 Each and every page of tender documents should be stamped & signed by the tenderer.
- 3.16 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 AGM/TA, Ramachandrapuram, Hyderabad-32 so as to reach on or before 11:00 hrs. on Date: 29.05.2020 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 Date: 29.05.2020 at 13.30 hrs 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.
- 3.17 For any further details required, AGM-TA, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182157/23183585/23182232.
- 3.18 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.
- 3.19 BHEL reserves the right to reject the tender of bidder, who committed default and having poor track record in execution of previous contracts in BHEL. For the purpose of this clause default and poor track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI,PF contribution , bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement, poor quality of work, etc.
- 3.20 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 price 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.
- 3.21 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable to the labour engaged for execution. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.
- 3.22 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

The tenderer will be required to quote the rates under each group (both in figures and words). It shall be % basis contract only.

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- iv) 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.

v) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.23 **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit, "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.

3.24 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub-totals shall prevail and the total shall be corrected; and
- iii) 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.

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

3.25 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable BHEL Fair Wages, 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.

3.26 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.

3.27 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

3.28 Tender document should be complete in all respects.

3.29 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.

3.30 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.

3.31 If a tenderer deliberately gives wrong information in his tender or creates conditions Favourable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

3.32 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

3.33 Any written communication required to be sent to the contractor in writing shall be sent **to** 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.

3.44 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 **2** 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, 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

3.45 ELIGIBILITY CRITERIA

- 3.45.1 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.
- 3.45.2 The Successful tenderer has to get the license from central Labour Dept., (if applicable) under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.45.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.45.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.45.5 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.
- 3.45.6 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.
- 3.45.7 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.
- 3.45.8 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.

3.45.9 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.

3.45.10 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

3.46 EARNEST MONEY DEPOSIT:

3.46.1 An amount of **Rs.8,000/-** towards EMD shall be paid to BHEL, R C Puram, Hyd-32 by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank/NFT 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.

3.46.2 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 unopened to the tenderers.

3.46.3 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.

3.46.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL.

3.46.5 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.

3.47 SECURITY DEPOSIT

3.47.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will 5% of the contract value.

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

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

3.47.3 Security Deposit may be furnished in any one of the following forms.
Pay Order, Demand Draft/ EFT in favour of BHEL

- ii) Local cheques of scheduled banks, subject to realization.
- iii) Securities available from India Post 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)
- iv) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act . The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL.
- iv) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against SI. No. (vi) above will be adjusted on endorsement of the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 3.47.4 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 considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 3.47.5 The Security Deposit will be released after completion of maintenance period for the work, subject to the condition that nothing is outstanding against the Contractor.
- 3.47.6 No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.

3.48 STATUTORY REQUIREMENTS:

- 3.48.1 While quoting the rate, the tenderers are advised to take note of BHEL Fair Wages payable to workmen.
- 3.48.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (%) as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, GST and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Telengana 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.
- 3.48.3 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, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 Telengana 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.
- 3.48.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or nonobservance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.48.5 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.
- 3.48.6 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.
- 3.48.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.48.8 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, leave etc.
- 3.48.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. If applicable. The bonus element is to be considered in the quote and BHEL shall not reimburse any amount towards this. The bonus amount payable shall be per the BHEL Hyd circular.
- 3.48.10 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.

3.49 MANPOWER:

3.49.1 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.

3.49.2 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.

3.49.3 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.

3.49.4 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.

3.49.5 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.

3.49.6 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.

3.49.7 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.

3.49.8 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.

3.49.9 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.

3.49.10 List of manpower shall be mentioned in the tender with details like plumber, plumber helper, USW etc, their PF No, ESI No, Photos. Any changes in the list shall be informed to BHEL. Tenders without list of employees shall not be accepted.

3.50.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) For violation of applicable safety, health & environment related norms, a penalty of ₹5,000/- (Rupees Five thousand) per occasion shall be imposed.
- (iv) For violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000/-) per injury in addition to ₹5,000.00 as mentioned above shall be imposed.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000/- (Rupees Ten lakhs) per fatality in addition to ₹5,000/- as mentioned above shall be imposed.

3.50 PERIOD OF CONTRACT:

- 3.50.1 The contract shall be for a period of **12 months**. Maintenance period is not applicable.
- 3.50.2 BHEL is at liberty to terminate the contract by giving 30 days' notice in writing.
- 3.50.3 The terms and conditions of the agreement remains same. Any increase in rates or any wages during the work, agency shall bear the difference amount to pay, BHEL does not pay any differential amount to the agency.
- 3.50.4 The parties, if mutually agreed upon, may extend the period of contract for a Further period of one year on the same terms and conditions

3.51 FAILURE TO COMPLY WITH CONTRACT

- 3.51.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 3.51.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 3.51.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.
- 3.51.4 Following conditions shall be adhered strict during the contract period:
 - In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - If the unsatisfactory performance repeats, contract is liable to be short closed.

3.52 PAYMENT TO THE CONTRACTOR

- i. 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.
- ii. All the bills of the contractor will be cleared subject to the production of clearance certificate by the contractor in respect of compliance of all statutory requirements, issued by the Contract Labour Cell of IR section of HR department.
- iii. Payment terms: Every month after submission of bill by the contractor including photographs of before & after cleaning of water tanks with cleaning dates on the photograph, as certified by engineer-in-charge, the bills will be released.
- iv. **The progress of work shall be reviewed every Three months and in the event of non-achievement of the milestones as per the schedule, penalty of 2% shall imposed on the executed quantity within three months of the commencement for that billing period.**

3.53 SUB-CONTRACTING:

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

3.54 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.

3.55 LEGAL JURISDICTION:

- i) 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

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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 labours 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
 - a) 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.
 - b) 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.
 - c) 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 not bear any difference of increase during the execution of the work. Agency has to bear the differentially amount, BHEL will not pay any differential amount to the agency.

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- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965 if applicable. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 if applicable.
- 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 preponed 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, and 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 4.22, 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 Telengana 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 Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the maintenance 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.

4.31 The Contractor shall be required to deposit GST as applicable as assessed by Central Excise Authority (GST 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, 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/SD 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-fulfilment 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 behaviour 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.
- 4.56 The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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5.0 ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

6.0 INTEGRITY PACT:

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 05 Crores. Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by bidders along with the un-priced (TechnoCommercial) bid is pre-requisite condition for evaluation of the offer. Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of bidders. If any bidder attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the BHEL officer would be final in this matter.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDERABAD-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	}	(Part - A)
2. Prequalification Requirements		
3. Instructions to Tenderers		
4. Techno Commercial Bid Application		
5. Special terms & conditions of contract		
6. Scope of Work & Bill of Quantities		
7. Declaration		
8. Proforma of Price bid		
9. Evaluation of price bid		
11. General Terms & Conditions		
11. Price Bid		(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 Tenderer

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Bid Questionnaire - A

Tender Enquiry No. : Date:

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the Proprietor/Mg. Partner/ Mg. Director :

c) Is any contract being operated under the Control of the tenderer in BHEL. (If yes furnish the details) :

Yes / No

	<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)

<u>Name</u>	<u>Staff no</u>	<u>Location / Area</u>

Signature of the Tenderer
Date:

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Bid Questionnaire - B

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN card.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	GST 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. 2017-18, 2016-17, 2015-16	
09	Any other comments	
10	Name of the Contractor Full Address Contractor's code No Contact person Phone , Fax Mobile Nos. Email ID	
11	Details of DD/EFT/Pay Order a) D.D / Pay order/ EFT receipt Nos. for EMD b) D.D / Pay order/ EFT receipt Nos. for cost of tender documents. (DD/Pay order/EFT has to be enclosed along with this bid).	
12	Contact Person name in case of conducting Reverse Auction : Phone , Fax Mobile Nos. Email ID	
13	National Electronic Fund Transfer (NEFT) form to be submitted if new contractor to BHEL.	Enclose details as per Annexure.

Note:

- I. Photocopy in support of above wherever applicable should be attached.

Signature of the Tenderer
Date:

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

7.0 SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- ii. The quantity **may vary** depending on the requirement, which will be informed in advance by BHEL.
- iii. The payment will be as per actual quantity prepared, executed and accounted.
- iv. 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 apart from blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- v. 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, issue of PPE, uniform cloth, safety shoe etc., based on which the contractors future bid if any in BHEL will be evaluated.
- vi. **Quoted Rates shall be firm till the completion of the project in all respect.**
- vii. **All the materials are in Contractor's scope only.**
- viii. **All the Material to be procured shall be of standard quality as directed by Engineer In charge.**
- ix. **Water and Power supply will be in contractor's scope. However, in case BHEL arranges the same, the cost will be recovered as per the company rules.**
- x. **Contractor is required to establish fabrication / any precast activity for the casting of proposed RCC panels within the Township at the locations as shown by Township Administration dept.**
- xi. **Contract period of 12 months is to be reckoned from the date of commencement of the work. In case of any delay attributable to BHEL, the contract period will be extended suitably, based on documentary proof of such delays. The rates however will be firm for the extended period of contract also.**
- xii. This is a time bound contract for period mentioned, and does not envisage any extension of time / period unless otherwise it is given in writing.

8.0 Storage of material:

- i) All the materials required for utilization on works shall be brought in advance to site along with purchase bills and stacked properly.
- ii) Storage of materials shall be as per directed by Engineer In charge.
- iii) Engineer In charge reserve full rights to inspect the storage godowns any time. All the material shall be stored properly at locations as suggested by Engineer In charge.
- iv) Contractor at his own cost shall arrange infrastructure for storage of all material. Safety and security of the men & material shall lies with contractor.

9.0 Quality of material:

- i) All the material supplied by the contractor shall be in conformity with the specifications as specified by engineer-in-charge.
- ii) Contractor shall submit the all the bills as specified by Engineer In charge.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

- iii) All the supplied material shall confirm to relevant Indian standard as suggested by Engineer in charge from time to time.
- iv) No payment shall be made to the contractor if any rejected/imperfect/ damaged material is used in the works.
- v) During the execution of work, photographs shall be taken before and after completion of work by providing unique number on the tanks and same shall be submitted at the time of processing of bills.

10.0 Supervision of work:

In addition to regular manpower deployed in work, the contractor, at his own cost, has to deploy one authorised person for effective supervision of work. All the manpower along with authorised person shall report to the Engineer-in-charge in time.

Along with tender document, Contractor has to furnish the details of above personnel with documentary proof. Contractor has to inform BHEL whenever there is any change.

Deduction @ Rs. 1000/- per day shall be made in the bills if contractor fails to deploy as above.

11.0 Defect liability period / Maintenance period

Contractor during the work and till the completion of maintenance period shall have to rectify all the defects to the satisfaction of Engineer-in-charge. All the expenditure incurred towards rectification shall be borne by the contractor only. In case the contractor fails to comply, the SD shall be forfeited.

Others:

- i) All The Debris' Removal due to cleaning activities shall be in the scope of **contractor** only. No separate charges will be paid. Agency has to dump the debris/wastage at the location shown by Engineer-in-charge within 5 KMs lead.
- ii) **Contractor** has to follow all Safety Precautions / Protection equipment wherever necessary during the construction activities.
- iii) Agency has to setup construction yard / site office for the purpose of preparation of work / stacking of materials / other miscellaneous items required for cleaning of water tanks time to time.
- iv) Engineer-in-charge has full rights to inspect the cleaning activities at any time during the work.
- v) Agency has to intimate receipt of materials for the purpose of processing the bills.
- vi) All materials supply in agency scope only.
- vii) Agency required to check shelf life items and proper stacking of materials.
- viii) Agency is only responsible for safeguarding the material under its custody.
- ix) Agency has to submit weekly progress report with photos in the format as directed by Engineer-in-charge time to time.
- x) Agency has to strictly adhere to the specification as per the list given by Engineer-in-Charge.
- xi) Agency has to commence the work only after obtaining work front clearance from Engineer-in-Charge.
- xii) De-watering and Drainage, if required, shall be in Agency scope only.
- xiii) Agency has to submit daily manpower list along with details during the progress of work.

xiv) Material of any kind obtained during the work at site shall remain the property of BHEL and shall be disposed as directed by Engineer IN charge.

xv) Agency shall maintain the register for cleaning the overhead water tanks with capacity wise by obtaining the signature from the concern quarter residents. Agency shall submit the daily report with photographs before and after cleaning of the overhead water tanks. Engineer-in-charge decision is final for all things related to work.

12.0 CONTRACT WORK DESCRIPTION

CONTRACT WORK DESCRIPTION: “Grass Cutting and Jungle Clearance in Township Area” - Rate Contract.

Broad scope of work includes: Grass cutting and Jungle clearance in Township area as per the instructions of Engineer-in-charge.

Scope of work (unpriced)

S.No	Description	Qty	Units
1	Grass cutting including light jungle, collection of stones, disposing, the cut grass and light jungle to places as directed by the Engineer-in-charge. The rate quoted shall include the cost of cutting, cleaning, loading, conveyance within a lead of 2 KM to places as directed and spreading etc complete.	500000	Sq.Mts
2	Cutting the hedges around the quarters and public buildings with big scissors, knives etc including clearing and disposing the cut waste within a lead of 2 km all as directed by the Engineer-in-charge. The waste materials shall be cleared on the same day and the rate shall include all tools, transport etc.	17188	Sq.Mts

SCHEDULE 'A' (un priced format)

CONTRACT WORK DESCRIPTION: "Grass Cutting and Jungle Clearance in Township Area" - Rate Contract.

Contract period: 12 months; **Maintenance Period:** NA.

Important Note:

For detail scope of work and specifications, Please refer Schedule of Rates (Price bid).

PROFORMA FOR PRICE BID:-

SL.NO	Description	Qty	Unit	Unit Rate	Amount
1	Item1	Q1			X1
2	Item2	Q2			X2
3	Item3	Q3			X3
4
	TOTAL				X=(X1+X2+X3+.....)

Agency is required to quote his price in the following format of Price Bid.

Tender % on total X	In words	Figures
Excess		
Less		
On par with Estimate		

EVALUATION OF PRICE BID:

- i. A single percentage on the total estimated value must be quoted for total scope mentioned in the price bid format.
- ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- iii. In the event of two or more tenderers becoming L1, the said tenderers will be instructed to submit fresh price bid offers. Further, 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. (In case RA not there)

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.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

13.0 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 labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :
Place :

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

[Vendors to furnish this mandate on their Letter Head]

To,
Dy. Manager/Finance-Cash Management
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad – 502 032.

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines as per the details given below.

- A. Sup code (As per PO/SCO) /Staff No:
- B. Beneficiary (Name as per PO/SCo) :
- C. PAN of Beneficiary :
- D. TIN of Beneficiary :
- E. e-mail address of Beneficiary :
- F. City (of Beneficiary) :
- G. Bank Name :
- H. Branch (of Bank) :
- I. A/c Number :
- J. A/c type (Saving or Current) :
- K. MICR Code of the branch (9digit) :
- L. IFSC for NEFT (11 char) :
- M. IFSC for RTGS (If different from L) :

Thanking you,

Signature (With Seal)

Name
Address

Certified that the particulars furnished above are correct as per our records

Date:-

(Signature of authorized official of bank)
Bank Stamp

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No.	IEM	Address	Phone & Email
1	Shri D.R.S Chaudary IAS (Retd.)	E-1/64, Area Colony, Bhopal 462016 (M.P.)	Ph: +91 755 4050494, dilip.chaudhary@icloud.com
2	Mrs.Pravin Tripathi IA & AS (Retd)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068	Ph:+911129533206/ 29531715 pravin.tripathi@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tenders issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

Details of contract person(s)

(1)
Name: E Venkateshm
Dy. Manager/ TA
HPEP Hyderabad
04023182232
venkatesham@bhel.in

(2)
Name: S. Shashi Kiran
DGM/TA
HPEP-Hyderabad
04023182157
ssk@bhel.in

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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ACCEPTING AUTHORITY

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
 - 1.2.1 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 Foreign Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associate. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder (s) Contractors(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines on Banning of Business Dealings with Suppliers/ Contractors” framed by the Principal.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all bidders and contractors. In case of sub-contracting the principal contractor shall be responsible for adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process, all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMS is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records conduct an investigation, and submit their joint recommendations to the management.

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ACCEPTING AUTHORITY

- 8.7 The IEMs would examine all complaints received by them and give their recommendations/views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/administrative action, IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code// Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

 For & On behalf of the Principal
 (Office Seal)

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place-----
 Date-----

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Proforma for Contract Agreement

Agreement No : Job No
 Date : 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...../- (Rupees Only) 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.**
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 and also as per the instructions / guidelines of BHEL regarding payment of Bonus.
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.
8. The contractor shall fully comply with the following enactments / guidelines:
 - (a) Contract Labour(R & A) Act, 1971& applicable Rules thereof

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- (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) Telengana 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 Andhra Pradesh / 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 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

- 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)

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- 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
 Weekly rest day
 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 a _____ 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 incharge 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 per ACT, 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, Telangana 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.

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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.

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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 incharge 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.

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43. PRICE VARIATION CLAUSE: No PVC is applicable for this contract. Prices shall be firm during the contract period.
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.

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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 contractor's 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

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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

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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 (Medak 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.

SIGNATURE OF TENDERER

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Issued to: _____



**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-32
TOWNSHIP ADMINISTRATION**

TENDER DOCUMENTS

PART B-PRICE BID

Name of the work:

““Grass Cutting and Jungle Clearance in Township Area” - Rate Contract.

Tender Notice: HY/TA/OT-01/2020-21, Date. 07.05.2020

INDEX

1. Price bid -Schedule of Rates

TENDERER
Address:

ISSUING OFFICER

SIGNATURE OF TENDERER

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