

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM :: HYDERABAD – 502032

TOWNSHIP ADMINISTRATION DEPT.

Contact No.:

040-23182157

23183585

TENDER NOTICE

Name of the department : TOWNSHIP ADMINISTRATION
Tender Notice No. : HY/TA/E/OT-03/2016-17 _ Dt. 04.10.2016

Bharat Heavy Electricals Limited, is a Govt. of India Public Sector undertaking, having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing units, invites sealed tenders in two part bid from eligible contractors, who fulfil qualification criteria as stipulated in NIT, for the work of **“Balance work pertaining to shifting of 250 kVA DG set to substation no. 2”**.

1. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part-A and Price bid as Part-B, super scribing the Name of work, Part Number and Tender reference will be received up to **11.00 AM on or before 27.10.2016**, at Vendor Complex, besides Administrative Building, BHEL Ramachandrapuram. Technical Bid(s) will be opened at 1.00 PM on the same date. Further information if any, may be obtained from the office.
2. The tender documents are available in the Web Site of BHEL i.e., www.bhel.com. Those who wish to download the same may do so. While submitting the tender documents, a demand draft/ cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum to this tender notice, if any will be published in BHEL web site only. The brief scope of the work and information is provided below:
3. The salient features of this tender document are as follows :
 - i) Notice Inviting Tender
 - ii) Instructions to Tenderer
 - iii) General terms and conditions
 - iv) Duties and Responsibilities of Contractor
 - v) Manpower
 - vi) Contract Work Description
 - vii) Pro-forma for offering technical bid
 - viii) Special terms and conditions of Contract
 - ix) Price Bid Format
 - x) Declaration by Contractor
 - xi) Period of Contract
 - xii) Failure to comply with contract
 - xiii) Payment to Contractor
 - xiv) Sub-contract
 - xv) Statutory Requirement(s)
 - xvi) Copy of agreement between BHEL & Contractor
4. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs. to 14:00 hrs. from Township Admin, Planning Dept., BHEL-HPEP, R.C.PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs. 500/- only in the form of cash in the Cash Counter of BHEL, R.C.Puram or crossed Demand Draft in favour of “BHEL-R.C.PURAM, HYDERABAD-32”.
5. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency’s request nor receipt of tender documents by the Agency.

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1.0 NOTICE INVITING TENDER (NIT)

(i)	Tender Number & Date	:	HY/TA/E/OT-03/2016-17 _ Dt. 04.10.2016
(ii)	Name of work	:	Balance work pertaining to shifting of 250 kVA DG set to substation no. 2.
(iii)	Approx. Estimated Value of work	:	Rs. 1.57 lakhs
(iv)	Earnest Money Deposit (EMD)	:	Rs. 3,500/- or Valid One Time EMD for Rs. 5.00 Lakhs
(v)	Cost of Tender Documents	:	Rs. 250/- (if downloaded from web) Rs. 500/- (if purchased from BHEL)
(vi)	Last Date for sale of Tender Documents (Offline)	:	26.10.2016 (up to 14:00 Hrs.)
(vii)	Last Date for Receipt of Tenders	:	27.10.2016 (up to 11:00 Hrs.)
(viii)	Date, Time & Place for Tender Opening	:	27.10.2016 at 13:00 Hrs. Place : Vendor Complex near Admin. Bldg.
(ix)	Period of Completion	:	One (1) month from date of commencement
(x)	Maintenance period	:	One (1) year from date of completion

Special Notes:

- This tender is hosted on BHEL website (<http://www.bhel.com>). Any corrigenda or changes to the tender will be published in the above website only. Tenderers shall regularly follow the website up to the last date for any kind of updates.
- FILLED IN TENDERS TO BE DROPPED IN THE TENDER BOX AVAILABLE AT VENDOR COMPLEX NEAR ADMINISTRATIVE BUILDING.

<i>Name & Address of the tenderer:</i> ----- ----- ----- -----	Phone No. : _____ FAX No. : _____ E-mail ID : _____
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2.0 PRE-QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender technical bid.

- i) **Average Annual financial turnover during the last 3 years**, ending 31st March of the previous financial year (should submit balance sheet and P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least **Rs. 0.47 lakhs**. Further, the tenderer fail to submit the figure(s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover.
- ii) Particulars of experience/ credentials for the works executed of **similar nature** during not older than 7 years (completion and experience certificate of the works to be enclosed), ending last day of month previous to the one in which tenders are invited should be either of the following:
 - a. **One similar completed work** costing not less than the amount equal to **Rs. 1.26 lakhs**.
OR
 - b. **Two completed similar works** each costing not less than the amount equal to **Rs. 0.78 lakhs**.
OR
 - c. **Three similar completed works** each costing not less than the amount equal to **Rs. 0.63 lakhs**.

'Similar Nature' means : **Erection & commissioning of electrical equipment.**
OR Any kind of electrical works other than manpower & support services contracts.

Note:- - *Work experience must be supported with proper work completion certificate. Copy of work order / acceptance letter / agreement etc. will not be considered as work experience.*
 - *Work experience certificate from organizations other than BHEL, R.C.Puram should be supported with Form 26AS / TDS details.*
 - *Any adverse remarks in experience certificate issued by BHEL, R.C.Puram for works executed during past three years will be a disqualification factor.*

- iii) The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- iv) Valid ESI Registration Number
- v) Valid PF Registration Number.
- vi) Service Tax registration certificate.
- vii) VAT registration certificate.
- viii) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

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NOTES :

1. Period of contract shall be as mentioned in the NIT (Refer pg. 3 of this document).
2. Tenders are on **two – part bid method** (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. Those who are down-loading the tender documents from web-site must also pay cost of tender documents in the shape of Demand Draft or Banker's Cheque.
4. The requisitions for tender documents can also be addressed to AGM/TA, BHEL, Ramachandrapuram, Hyderabad-502032 along with Demand Draft / Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" or payment of cash in BHEL Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.
5. **The Demand Draft / Banker's Cheque for Tender Cost and EMD (as applicable) are to be enclosed in technical bid cover. Tenders submitted without EMD and/or Tender cost as stipulated will be rejected.**
6. **The agencies are advised to visit the work site with prior notice to understand the nature/ quantum or work in its true perspective to avoid any kind of misunderstanding.**
7. A tender may be rejected during scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract. BHEL also reserves the right to reject any/all tenders in part or in full without assigning any reasons.
8. Tenders must be submitted in sealed separate covers (as mentioned below) super-scribing the Tender Notice No., name of work and name & address of the bidder.

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted super-scribing the name of work and NIT no. on each cover.

The tenders must be addressed to **Senior Manager / Purchase Co-ordination, BHEL, Ramachandrapuram, Hyderabad 502 032.**

The tenders shall be dropped in tender box at vendor complex near Administrative building, BHEL, Ramachandrapuram, Hyderabad – 502032. In case the agency fails to comply any of the above, the tender will be liable for rejection.

9. The tender documents may also be submitted through post/ speed post/ courier so as to reach within the stipulated date and time. The same shall also be sent to above address. However, it should be noted that BHEL will not be responsible for any postal delay / non-delivery of item.
10. **Contractor shall provide valid E-mail id and all the communication made to that email id shall be treated as official correspondence.**
11. 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 contractor does not possess required information sought or is not interested for the work. 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.
12. **If any agency is found to have submitted fake documents during our verification, his offer shall be treated as disqualified and suitable action will be taken as per extant rules of BHEL.**
13. Any additional documents (over those mentioned in NIT) may be sought by BHEL for clarifications in processing of the tender. The contractor has to submit all the concerned documents asked by BHEL within the stipulated time as mentioned in clause 11.

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2.1 INSTRUCTIONS TO TENDERER

- 2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
Part – A : Techno-commercial Bid (*To be submitted in sealed cover enabling us to open on 27.10.2016.*)
Part – B : Price Bid to be submitted in sealed cover as per tender conditions.
- 2.1.2 Part 'A' must be duly completed and super-scribed "Tender Enquiry No. BHEL: RCPURAM: HY/TA/E/OT-03/2016-17, dated 04.10.2016, 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.
- 2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Tender Enquiry No. BHEL: RCPURAM: HY/TA/E/OT-03/2016-17, dated 04.10.2016, Item-01, Part 'B' - Price Bid".
- 2.1.4 The Techno commercial Bid (Part-A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.5 Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
- 2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-commercial Bid.
- 2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 2.1.10 The tenderers, before making the offer, are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.12 The price/rate should be quoted in figures as well as in words.
- 2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.1.14 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-R.C.Puram, Hyd-32 addressed to Senior Manager/Purchase, Co-ordn., BHEL, R.C.Puram, Hyderabad-32 so as to reach **on or before 11:00 hrs. on 27.10.2016**. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened at 13:00 hrs. on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 2.1.15 For any further details required, Sr. Manager / Planning-TA, BHEL, R.C.Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182157/23183585

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2.1.16 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.

BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI, PF contribution, payment of bonus) and backing out from contract after Reverse Auction or after receipt of LOI / entering of agreement etc.

2.1.17 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 for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.1.18 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/ incentives as decided and communicated by BHEL.

2.1.19 **VALIDITY OF RATES:** The rates quoted should be initially valid for **120 days** from the date of opening of the Techno-Commercial bid.

2.1.20 The tenderer will be required to quote the rates against each item of work under each group (both in figures and words).

2.1.21 ~~**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.~~

2.1.22 **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 subtotals 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.

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- 2.1.23 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rates against each item /work (main as well as sub-work/item).
- 2.1.24 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- 2.1.25 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.1.26 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.
- 2.1.27 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.28 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.29 Tender document should be complete in all respects.
- 2.1.30 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.31 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.32 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.33 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.
- 2.1.34 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.35 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
- 2.1.36 **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.

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- 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, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside A.P. State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him confidential.
- v) 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
- vi) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

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

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- 3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.11 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.
- 3.1.12 --- Nil---
- 3.1.13 --- Nil---

3.2 EARNEST MONEY DEPOSIT (EMD):

- 3.2.1 An amount of **Rs. 3,500/-** towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD by the tenderer will be forfeited if:
i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modifications in his tender which is not acceptable to BHEL.
ii) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/ Contract/ in accordance with the instructions of BHEL
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.
- 3.2.6 The Contractors who are having one time EMD certificate (for Rs. 5.00 lakhs) shall submit copy of the certificate towards exemption for payment of EMD for the work.

3.3 SECURITY DEPOSIT (SD):

- 3.3.1 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.

Total amount of Security Deposit will be 5% of the contract value.

- 3.3.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

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- 3.3.4 Security Deposit may be furnished in any one of the following forms.
- i) Cash (as permissible under the Income Tax Act)
 - ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL.
 - iii) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee should be in BHEL approved format.
 - iv) Fixed Deposit Receipt issued by scheduled Banks/ Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the Contractor, a/c BHEL, duly discharged on the back.
 - v) 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)
 - vi) 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, including the EMD, should be deposited before start of the work and the balance 50% will be recovered from the running bills.

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

- 3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 3.3.6 The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract i.e., along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.
- 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL R.C.Puram), PF, EDLI, ESI, Gratuity etc. (as per prevailing %), Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
- 3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

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- 3.4.7 The Income tax as applicable will be deducted from the bill(s) of the contractor.
- 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 3.4.9 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. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of Rs.3500/= per month. However, the quantum of Bonus payable by the tenderer to his workmen will be as a part III of price bid format.
- 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL R.C.Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER:

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

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3.5(A) SAFETY:

- (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

3.6 PERIOD OF CONTRACT

- (i) The contract period shall be **1 month**.
- (ii) ~~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 with a price variation clause providing for any increase in wages of the workmen and consequential increase in PF, ESI etc., by appropriate Government or by BHEL from time to time.~~

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

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

3.7 FAILURE TO COMPLY WITH CONTRACT

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

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3.8 PAYMENT TO THE CONTRACTOR

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

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

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

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

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- (ii) The Contractor shall initially pay the wages, and other statutory payments etc., 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.
- (iii) The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. The Contractor is required to submit their claims along with proof of expenditure incurred and acknowledgement from his workmen for providing uniform, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs.1000/- (including all) for two pairs of Uniform to each workmen. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein and contractor agrees to accept the same.
- (iv) 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 (at present 20%). In this connection, the Contractor shall submit actual Bonus payable statement for the relevant period before submission of final bill. BHEL shall release actual bonus payable amount after verification of necessary documents such as attendance & wage registers.
- (v) The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pair of socks to all his workmen during the contract period. The contractor is required to submit their claims with proof of expenditure incurred in providing Personal Protective Equipment to his workmen, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs. 800/- for Personal Protective Equipment to each workmen for the whole contract period. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein unless the contractor offers such additional / excess claims in the Price Bid and BHEL accepts to the same.

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(vi) **IMPLEMENTATION OF PRICE VARIATION CLAUSE:-** (Not Applicable for this contract)

~~Any increase in consolidated wages of BHEL R.C.Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL R.C.Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR and Finance. In case of decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent. (Note: Increase is admissible on the variable components such as wages, Dearness Allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time).~~

3.9 SUB-CONTRACTING

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

3.10 LAWS GOVERNING THE CONTRACT

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

3.11 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at R.C.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.

3.12 BHEL FRAUD PREVENTION POLICY:

The bidder along with its associates/ 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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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, R.C.PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract 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)

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- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register.
 - Any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
 - (iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders/ contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.
- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 (Max. 20%) on completion of contract and to keep all the records in Form C as per the said Act.
- 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, R.C.PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.

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- 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, R.C.Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 **GENERAL ELECTIONS**: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
- | | |
|--------------------|---------------|
| (i) Leave Register | (Form No. 15) |
| (ii) Nomination | (Form No. 25) |
- 4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 **REFUND OF SECURITY DEPOSIT**: The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. 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.

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- 4.31 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, 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.

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- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-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.
- 4.54 **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

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5.0 CONTRACT WORK DESCRIPTION:

Contract period	1 month from date of commencement.
Name of Work	Balance work pertaining to shifting of 250 kVA DG set to substation no. 2.

SCHEDULE 'A'

Sl. No.	Description of items	Unit	Qty.
(1)	(2)	(3)	(4)
1	Providing of Earthing (as per IS:3043) with copper earth plate 600mm x 600mm x 3mm thick including accessories, and providing masonry enclosure on top (RCC/brick chamber) with MS cover plate having locking arrangement and watering pipe of 2.7 metre long etc. including supply & filling with alternate layers of charcoal/ coke and salt as required; complete all as directed by Engr-in-charge.	Set	4
2	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required; complete all as directed by Engr-in-charge.	Metre	40
3	Providing and fixing 25 mm X 5 mm copper strip on surface or in recess for connections etc. as required; complete all as directed by Engr-in-charge.	Metre	20
4	Laying of one number PVC insulated and PVC sheathed / XLPE, 1.1 KV grade 3½ core aluminium power cable of size 150 sq. mm/ 185 sq. mm direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required; complete all as directed by Engineer-in-charge. (Cable will be supplied by BHEL)	Metre	220
5	Laying of one number additional PVC insulated and PVC sheathed / XLPE, 1.1 KV grade 3½ core aluminium power cable of size 150 sq. mm/ 185 sq. mm direct in ground in the same trench in one tier horizontal formation including excavation and refilling the trench etc as required, but excluding sand cushioning and protective covering etc.; complete all as directed by Engineer-in-charge. (Cable will be supplied by BHEL)	Metre	90
6	Supplying and making end termination with brass compression gland and aluminium lugs for 3½ X 150 sq. mm PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required; complete all as directed by Engineer-in-charge.	Each	16
7	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sq.m on plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed, etc. complete as directed by the Engineer-in-charge.	CuM.	6
8	Providing and laying in position plain cement concrete of grade 1:2:4 (1cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size) including consolidation, curing and cost of all materials; complete all as directed by Engineer-in-charge.	CuM.	7
9	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead; complete all as directed by Engineer-in-charge.	Kg.	1000

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10	Labour charges for fabrication and erection of structural steel including cost of welding rods, power charges etc complete all as directed by Engineer-in-charge . (structural steel will be issued free of cost from BHEL stores).	Kg.	1000
11	Fixing of Hi-rib single skin bare galvalume sheets of 0.5 mm thick. 1 mtr width and length upto 12 mts. The roof shall be crest fixed to roof purlins with number 12.14 x 55 mm polymer coated galvanised hex head self drilling screws with integral washers and EPDM seals (4 fasteners for support) for sheet etc., (excluding cost of galvalume sheets) all complete as directed - For roofing, side cladding and louvers with necessary fixtures. All the safety measures should be taken care by the agency itself.	SqM.	60
12	Suppy & Engaging a Crane for lifting jobs etc. as required; all complete as directed by Engineer-in-charge. The hiring cost shall be inclusive of all, such as operator, helper, fuel, transportation etc.	Hour	2

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SCHEDULE 'B'**ISSUE OF MATERIAL TO THE CONTRACTOR**

The following materials will be issued to the contractor free of cost, unless otherwise specified in any item in Schedule 'A' by BHEL.

Sl. No.	Particulars	Place of Issue
1.	Cement Non-Returnable 50 Kg Bags	At BHEL Ramachandrapuram Central Stores, or any other place specified within the premises.
2.	Mild Steel Rounds & Tor steel (all diameters)	
3.	Structural steel	

- a) It will be the responsibility of the contractor to submit his demands for stores in writing at least 7 days in advance of the actual requirements.
- b) Issue of all stores in subject to the extent of their availability at the place of issue noted above. The contractor should bring any of the materials shown above in case the BHEL desire so. The contractor shall not be entitled to any claim or compensation for non-supply of the materials, or for delay in the supply of stores under any circumstances.
- c) The materials will be issued only during the working hours. The contractors shall have to transport them to site of the work at his own cost as soon as these are issued to him.
- d) Where cost of stores issued is recoverable from the contractors, recoveries will be made from the running bills for the gross quantity issued and not for the net measured quantity of finished work.
- e) The contractor shall from time to time, render proper account of all materials issued to him by BHEL. If he fails to do so, no further issues of the materials will be made to him and he shall be held responsible for any delay in the execution of the work which may occur on this account.
- f) Where doors, windows, pipes, fittings, specials, glass, paints or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to part or whole of the items issued to him as above.
- g) All surplus materials in good condition whether issued free of cost or on cost recovery basis and which are not returned to the BHEL Stores and also quantities of materials consumed in excess of the actual requirements shall be charged for at punitive rates which will be 100% more than the issue rates of BHEL. The decision of the Engineer-in-Charge as to the extent to which the materials have been rendered surplus or have been consumed in excess of the actual requirements shall be final and binding on the contractor.

i. CEMENT

For the purpose of determining the actual requirement of cement, the theoretical consumption of cement as per CPWD specifications or as per Annexure D of General conditions of contract shall be considered by the Engineer-in-Charge.

The contractor shall construct store shed for storing cement, at his own cost and required site will be shown by the engineer-in-charge. Contractor shall store cement as directed by the Engineer-in-charge and shall maintain the record by entering day to day consumption and receipts. The contractors shall dismantle the temporary shed as soon as completion of work. Final bill will be forwarded subject to above conditions and certification by stores-in charge of factory civil department.

Excess consumption of cement in excess of the actual requirements shall be charged for at punitive rates which will be 100% more than the purchased rates of cement by BHEL (i.e., @ Rs.501/bag) will be recovered from the bills of the contractor

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ii. STEEL

Steel will be issued at lengths as stocked by the Bharat Heavy Electricals Limited. The surplus steel is represented by the difference between the quantity received and the quantity required and utilized on the work with an allowance of 5% towards scrap. The scrap will be the property of the contractor, who will be responsible for the removal from the site in time as directed by the Senior Engineer-in-Charge. The cut pieces and surplus returned shall not be shorter than three meters in length.

Excess consumption of structural steel/reinforcement steel over the actual quantities of materials consumed in excess of the actual requirements as per design/drawing shall be charged for at punitive rates which will be 100% more than the purchased rates of BHEL (i.e., @ Rs. 84,000/ton) after allowance of 5% towards scrap, will be recovered. The scrap material has to be returned to scrap yard BHEL against SDN (Scrap delivery note).

SCHEDULE 'C'**SERVICE VIZ., WATER & ELECTRICITY TO THE SITE OF CONTRACTOR****1. WATER**

Water required for the purpose of executing the contract shall be supplied by Bharat Heavy Electricals Limited and charged at Rs.15.00 per 1,000 liters. The supply will be made at a convenient point to be determined by the Engineer-in-Charge and Contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for consumption of water will be as under, where water meters could not be provided by the contractor and prior permission for the same has to be obtained in writing from the Engineer-in-Charge.

i. On the total value of periodical maintenance items of building	0.25%
ii. On the total value of other civil works	0.50%
iii. On the total value of road works	0.75%

NOTE:

In respect of items (i) & (ii), only items where water is consumed on the work, will be considered for arriving at the total value.

In respect of items (iii) only the value of work on non-water consuming items such as picking metal, earth work, Asphaltting etc. will be excluded from the total value of road works.

2. ELECTRICITY

Electric current if required will be supplied at a convenient metered point to be determined by the Engineer-in-Charge. Any extension required to the different work sites will have to be arranged by the Contractor himself. Energy consumed will be metered and charged at Rs.4.95 (Rupees four & Paise Ninety five only) per unit. Where meter could not be provided for structural steel works current charges will be recovered at 70 units per each Tonne of structural steel fabrication work done.

SIGNATURE OF TENDERER

6-A) TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., R.C.PURAM,
HYDERABAD – 32.

Dear Sir,

I / We hereby offer to carry out the work '**Balance work pertaining to shifting of 250 kVA DG set to substation no. 2'** against Tender Enquiry No. HY/TA/E/OT-03/2016-17, dated 04.10.2016.

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

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

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

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

Strike out which is not applicable

Signature of Tenderer with stamp

SIGNATURE OF TENDERER

PART - A
TECHNICAL BID - I

Tender Enquiry No. : HY/TA/E/OT-03/2016-17, dated 04.10.2016

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL? (Yes / No)
(If yes furnish the details below):

<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 details below):

Name	Staff no.	Location / Area

Signature of the Tenderer with stamp

Date:

SIGNATURE OF TENDERER

TECHNICAL BID – II (to be filled by tenderer)

1.	Name of the Contractor / Firm	:	
2.	a. Address ----->	:	
	b. Contact No(s).	:	
	c. Valid E-mail ID	:	
3.	Particulars for EMD & Tender Cost (refer point no. 5 at pg. 5 of this NIT)		
	a. DD/ Banker's Cheque / Cash Receipt for EMD	:	
	b. DD/ Banker's Cheque / Cash Receipt for Tender Cost	:	
4.	Work Experience (as per pre-qualification criteria to be enclosed)	:	YES / NO
5.	Financial turnover for preceding three years duly certified by qualified chartered accountant.	:	YES / NO
6.	ESI Code No. (copy of ESI code allotment letter from ESI authority to be enclosed)	:	YES / NO Registration No. :
7.	P.F. Code No. (copy of PF code allotment letter from EPF authority to be enclosed)	:	YES / NO Registration No. :
8.	PAN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
9.	VAT/TIN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
10.	Service Tax No. (Copy of registration / applied proof with acknowledgement/ undertaking for submission before commencement of work)	:	YES / NO Registration No. :
11.	Have you quoted rates for all the activities as indicated in the price bid?	:	YES / NO
12.	Bank Account Details		
	a. Bank Name, Branch & IFSC Code	:	
	b. Bank Account No. (current / saving)	:	
13.	National Electronic Fund Transfer (NEFT) form duly filled to be submitted if new tenderer to BHEL	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>

- Note: i. **Self-attested photocopy wherever applicable should be attached in support of above.**
ii. Please note that non-submission/ 'not available'/ 'NO' for any/all of the sl. nos. 4 to 11, will lead to rejection of the bid.

SIGNATURE OF TENDERER

Date:

6-B) SPECIAL TERMS & CONDITIONS OF CONTRACT

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

EVALUATION OF PRICE BID:

- i. A single rate must be quoted for each category mentioned in the Price Bid Proforma as the job would be awarded to one or more successful tenderer.
- 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 would be called for negotiation and 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.
- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL R.C.Puram and quote rates taking into account all aspects of contract.

SIGNATURE OF TENDERER

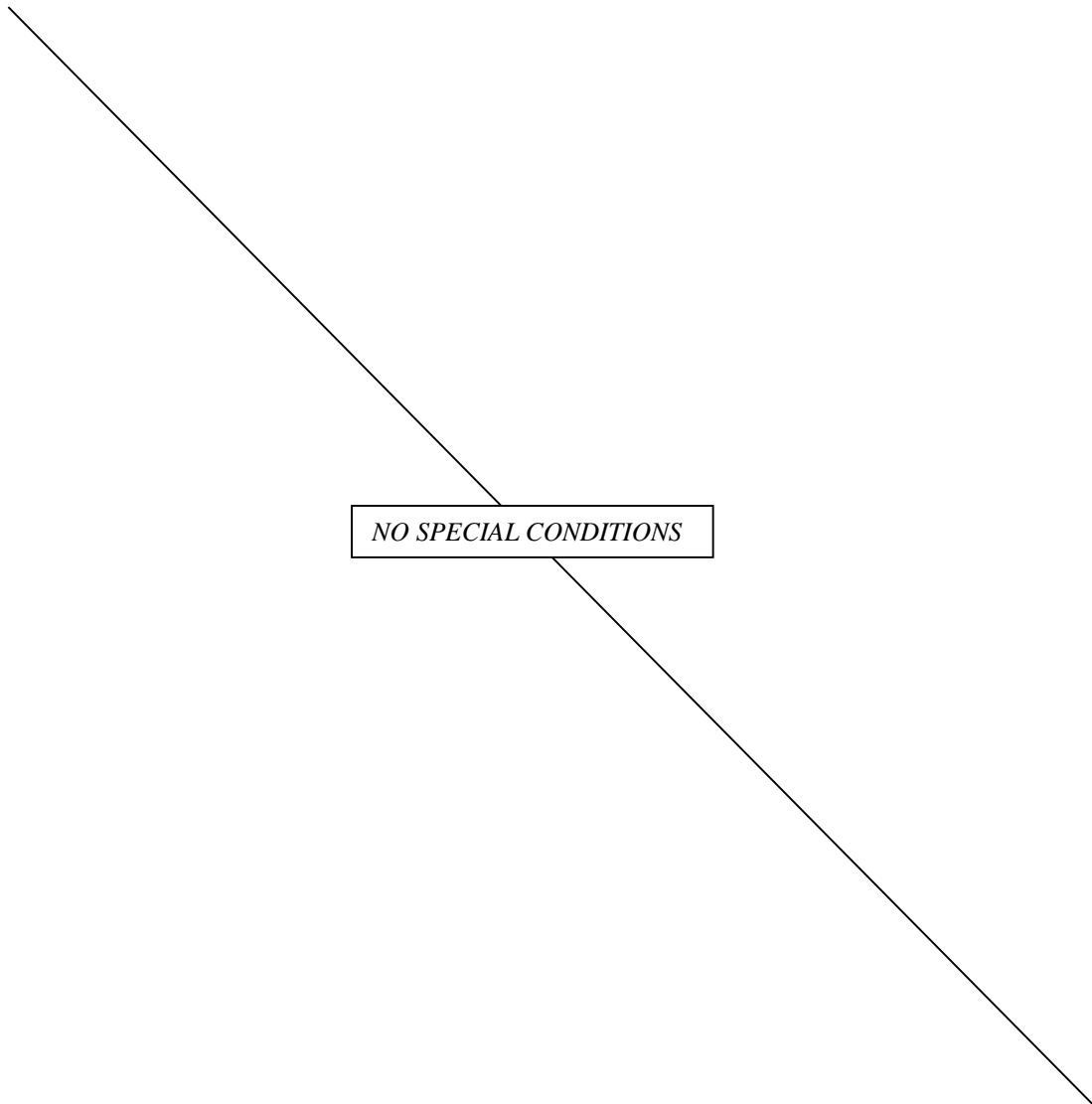
6-C) PROFORMA FOR PRICE BID

Sl. No.	Description	Unit	Qty.	Rate	Amount
1	Work item description ... 1	##	P	A	P x A
2	Work item description ... 2	##	Q	B	Q x B
				TOTAL	(P x A) + (Q x B)

The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value.

Tender %	In words	Figures
Excess	*****	***
Less	*****	***
On par with Estimate	*****	***

7.0



NO SPECIAL CONDITIONS

SIGNATURE OF TENDERER

8.0 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 I 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

[New 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 (NEFT) – Reg.**

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) :
(if available)
- 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 (*9 digit*) :
- L. IFSC for NEFT (*11 char.*) :
- M. IFSC for RTGS (*if different from L*) :

Thanking you,

Signature (With Seal)

Name :

Address :

This is certified that the particulars furnished above are correct as per our records.

Date:-

(Signature of authorized official of bank)
With Bank Stamp

Annexure-B**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely the CPWD / Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. Daily Wage Rate:
 - i) The daily wage rate of labour w.e.f 01.04.2016 is as follows :

Unskilled Worker	-	Rs. 494.80 / per day	}	inclusive of weekly off
Semi-Skilled Worker	-	Rs. 546.15 / per day		
Skilled Worker	-	Rs. 596.96 / per day		
 - ii) Leaves and Holidays

The work force is entitled for holidays which are applicable to BHEL and 1 day leave for every 20 days of working.
 - iii) P F and E S I contributions wages

The PF & ESI @ 12% and 1.75% respectively should be contributed by the contractor on above daily wages and payment of Minimum Bonus under the Bonus Act 1965. It is once again reiterated that all the contractors shall also provide Uniform, Safety Shoes and other Personal Protective Equipment (PPEs) as required to their workforce and maintain all registers and records up to date.
4. The contractors are advised to quote the rates considering the above statutory payments and also future increase in wage rate to contract work force. BHEL will not pay any escalation charges in minimum wages during the contract period.

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SIGNATURE OF TENDERER

ANNEXURE-C**NON PAYMENT / DELAY / SHORT PAYMENT OF WAGES**

Obligation of Principal Employer under Payment of Wages Act 1936 / Contract Labour (R&A) Act 1971 and Rules made thereof :

1. As a Principal Employer it is our bound duty to ensure that wages are paid to all the contract labours engaged by various contractors in BHEL R.C.Puram Unit as specified below:
2. As per BHEL guidelines all the **contractors are required to pay wages** to all their contract labour on or **before 7th of every month** in case of monthly wage period and every Saturday in case of weekly payments.
3. Any delay in this regards attracts penalty under Payment of Wages Act 1936 as well as under the provisions of Contract Labour (R&A) Act 1970. In such cases it is the responsibility of the Principal Employer to pay the wages to the contract labour and recover the same from the dues payable by BHEL to the contractors. In case of such violation of above provisions i.e., delay in payment by the contractor the Contract Executing Officer shall take following action immediately:
 - a. In case of delay or non-payment of wages by the contractor by designated date/day, the contract executing officer shall issue a letter seeking explanation for non-payment of wages and instruct the contractor to arrange payment immediately not later than a week.
 - b. In case the contractor not acted on the said letter, the contract executing officer shall take immediate action to initiate a note for drawing advance to the extent of the dues payable to the contract labours by the contractor with the concurrence of Finance department and approval of General Manager/HOD, pay the wages directly to the affected labours through their respective Bank Account. The PF/ESI contribution into the respective authorities under the same contractor PF/ESI code. The amount so drawn shall be adjusted against the outstanding bills/payment/SD/EMD or any other payment due to the contractor by BHEL R.C.Puram Unit.
 - c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and black list the contractor.

ANNEXURE - D**SPECIAL CONDITIONS – SAFETY**

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
3. Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multi-meter, tongue tester, megger and safety equipment such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
4. No person shall work on the live circuit without the express orders of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary tools are to be used for carrying out all types of works.
8. The contractor is responsible for providing of necessary safety equipment such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc. to carry out the work safely.

SIGNATURE OF TENDERER

Special Instructions :

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised Officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" (Ex. DGM (CDC)) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. **Tenderers shall keep the offer valid for a period of 120 days from the date of opening of tender.** After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
11. 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.
12. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
13. **All submitted documents must be self-attested.**

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SIGNATURE OF TENDERER