

TENDER NOTICE FOR WORKS CONTRACT

Bharat Heavy Electricals Limited
Ramachandrapuram::Hyderabad – 502032

TENDER NOTICE

Name of the department: Pulverisers Engineering
Tender Notice No: HY/PULV/PGT/16-17/001

Date: 31.05.2016

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfil qualification criteria as stipulated in NIT, for the work, “*Carrying out Performance Guarantee test of Pulverisers in Coal based Power plant sites in India on Rate contract basis.*”
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Techno-commercial bid as Part A and Price bid as Part B super scribing the Name of work and Tender reference will be received at this office up to 11.00 AM on or before 21.06.2016 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 14:00 hours on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Website of BHEL 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, mentioned elsewhere in the NIT should be enclosed. The tender documents submitted without demand draft/ cash receipt for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL website only. The brief scope of the work and information is provided below:
4. The salient features of the tender documents are as follows :
 - Notice inviting Tender (NIT)
 - Instruction to Tenderer
 - General terms and conditions
 - Duties and Responsibilities of Contractor
 - Manpower
 - Contract Work description
 - Pro-forma for offering technical bid
 - Special terms and conditions of Contract
 - Price Bid Format
 - Declaration by Contractor
 - Period of contract
 - Failure to comply with contract
 - Payment to Contractor
 - Sub-contracting
 - Statutory requirement
 - Copy of agreement between BHEL & Contractor

(Signature & Designation of Official)

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1.0 SCHEDULE AND SALIENT FEATURES OF NOTICE INVITING TENDER

i.	Tender Number & date	: HY/PULV/PGT/16-17/001 Dtd. 31.05.2016
iii.	Name of the Work	: Carrying out Performance Guarantee test of Pulverisers in Coal based Power plant sites in India on Rate contract basis.
iv.	Type of tender	: Open
v.	Type of Bid	: Two part bid <ul style="list-style-type: none">o Techno-commercial bido Price bid
vi.	EMD	: ₹ 2,00,000.00
vii.	Estimated value of work	: ₹ 374.30 Lakhs
viii.	Cost of tender documents	: ₹ 2000.00
ix.	Availability of tender document	: 21.06.2016 (on the website)
x.	Last Date for Discussion (pre-Offer)	: 20.06.2016 (Pre-Bid meeting)
xi.	Last date for receipt of tender	: 21.06.2016 (11:00 Hours)
xii.	Date, time and place of tender opening	: 21.06.2016 (14:00 Hours) @ BHEL Hyd.
xiii.	Period of completion	: Two years from award of contract.

1.1 IMPORTANT INSTRUCTIONS:

- 1.1.1 **DELIVERY:** The draft PG Test report shall be submitted to BHEL within 90 days of the date of signing of the MOM with BHEL/ Customer for each project Site visit.
- 1.1.2 **DELIVERY TERMS:** PG Test report (soft editable file / 1 no. hard copy) shall be submitted to BHEL (Pulverisers Engineering Department) by the contractor.
- 1.1.3 **PAYMENT:** 70% Payment shall be released after completion of the Actual PG Test activities at Site (signing of the MOM with BHEL & Customer for each project Site visit) and the remaining 30% upon the submission of the PG Test report and acceptance by BHEL.

Note:

Payments along with taxes & duties will be made within 90 days from the date of site MOM/ date of receipt of test report. However payment would be done only after receipt of original documents.

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days.

The taxes and duties that are reimbursed would be the one applicable as on the scheduled delivery date(s).

- 1.1.4 **SCOPE & SUPPLY OF RAW MATERIALS:** BHEL has already supplied the Pulverisers to various Customers against their Contractual requirements. Any item for minor adjustments deemed necessary other than mentioned at Clause 2.0 of BA75023 Rev 00 will be arranged by the Contractor himself.
- 1.1.5 **INSPECTION AND CONSEQUENCES OF REJECTION:** On completion of PG test MOM/ PG Test Report, the same shall be subjected to review and acceptance by BHEL. Our acceptability of the report shall be final. In case of rejection, necessary test/s shall be repeated without any cost implication to BHEL.

- 1.1.6 **CONSEQUENCES OF FAILURE TO DELIVER:** In case of the Contractor's failure to supply the of PG Test Report within the due date, BHEL shall be entitled to cancel the order or impose penalty.
- 1.1.7 **RIGHT OF CANCELLATION:** BHEL reserve the right to cancel the contract wholly or in part in case it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of business.
- 1.1.8 **REQUIREMENT OF EMD & SD:** To be furnished as mentioned elsewhere in the NIT.
- 1.1.9 **ACCEPTANCE OF ORDER:** In case of placement of order, the acceptance of the order must be communicated to us within a week from the date of receipt of the order. Otherwise, it shall be deemed that the order with the terms and conditions has been accepted in toto.
- 1.1.10 **TIME FOR DEPUTATION OF TEAM TO SITE:** BHEL shall inform the Contractor for each project Site visit well in advance (one week) during the period of the Contract. Also, relevant BHEL specification may be referred in this regard.

2.0 INFORMATION REGARDING QUALIFICATION:

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

- i) Refer Document No. **HY-PULV-PGTO-PQR, REV 00** indicating the Pre-Qualifying Requirement (PQR) for participating in the Tender.
- ii) The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website "www.bhel.com".
- iii) Valid ESI Code Number and P.F. Code Number.
- iv) It is required to furnish VAT registration certificate issued by Commissioner, Commercial Taxes, Govt., and Service Tax registration certificate in respect of all works.
- v) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- vi) List of major T&P available with firm (List to be enclosed along with Techno-commercial bid).
- vii) List of instruments/ facilities available for PG test (Refer the specifications)
- viii) Organisation chart (Including engineers and supervisors)
- ix) Details of technical skills available of working personnel.
- x) Proof of Labour Licence or applied proof is to be submitted.
- xi) Any other relevant information.

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 21.06.2016 (14:00 Hours).*)
 - 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/PULV/PGT/16-17/001 dated 31.05.2016 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/PULV/PGT/16-17/001 dated 31.05.2016 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. Refer pro-forma for Price Bid Section 6-C.
- 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. Alterations are not 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 Before making the offer, the tenderers are advised to carefully go through the entire tender document, specification, obligations, terms and conditions, etc. 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 field is not applicable, bidder to indicate the same. 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-RC Puram, Hyd-32 addressed to **DGM/Purchase, Co-ordn., BHEL, RC Puram, Hyderabad-32** so as to reach on or before 11:00 hours on 21.06.2016. The tender documents may also be sent either by registered post

/ Speed Post / Courier/ By-hand so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 21.06.2016 at 14:00 hours 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, Pulverisers Engineering, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-2318-2748, 040-2318-2568 or 040-2318-5016.

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/nature 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 Legal provisions with respect to payment of wages and relevant statutory rules to be complied with by the contractor.

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

2.1.20 The tenderer will be required to quote the 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

- 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 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/customers 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. Separate sheets may be attached, if required.
- 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 adequate amount, as applicable 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 Any deviations in the techno-commercial bid is to be clearly mentioned on separate sheet of paper (to be enclosed along with Part-A) by the tenderer. In the absence of the same, it will be assumed that the tenderer has accepted all terms and conditions of the NIT without any deviations.
- 2.1.37 **SITE VISIT:**
- a. Before quoting, the tenderers are advised to get satisfied regarding the comprehensive scope of work through discussion/ documents with BHEL. In case, bidders desire, they may opt for inspection of the site work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - c. The Bidder should inform the BHEL at least 7 (seven) days 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(s), 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.
- 2.1.38 The bidder has to follow all statutory, legal and safety obligations as stipulated elsewhere in the NIT and in line with but not limited to ISO 9001, 14001 and 18001 Standards.

3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iii) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- iv) The rate for each item shall be reasonable and not unbalanced/impracticable. In case BHEL come across any unbalanced/impracticable rates, Tenderer/Bidder may be required to furnish detailed analysis to justify the same. If after its examination, BHEL still feel the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- 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.
- vii) Notwithstanding the terms and conditions mentioned in this NIT, the tenderer and/or the successful bidder(s) shall comply with all Terms & Conditions as prevailing at the Site/Customer of BHEL during the execution of the contract.

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 If applicable, the successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position.

- 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.
- 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 The Contractor shall have appropriate financial resources to handle the contracts. For this purpose, the eligibility of the contractor will be decided based on the Banker's Solvency Certificate provided by the Tenderer at the time of submission of Tender. The financial eligibility of the contractor will be fixed at ten times the value of the Solvency Certificate amount or 1.5 times the value of last turnover of the Tenderer, whichever is less. This eligibility will be considered on the cumulative value of all the Tenders which the Contractor participates.
- 3.1.12 In the event of any Contractor exceeding the Solvency Limit as fixed by BHEL under 3.1.12 above, while participating in Tenders floated in HPEP, it would be deemed that the Contractor does not have the requisite financial resources to execute further contracts. As such, the Price Bid (s) of such Contractor (s) in excess of the limit indicated in para 3.1.12 above, will not be opened and further participation in the tender would be treated as null and void.

3.2 EARNEST MONEY DEPOSIT:

- 3.2.1 An amount of ₹**2,00,000.00** towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/ Pay order / 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. 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 may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL

3.2.5 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 shall submit copy of the certificate towards exemption for payment of EMD for the work.

3.3 SECURITY DEPOSIT

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. The rate of Security Deposit will be as below:

Upto ₹ 10 lakhs	: 10%
Above ₹ 10 lakhs	: ₹ 1 lakh + 7.5% of the amount exceeding ₹ 10 lakhs
Above ₹ 50 lakhs	: ₹ 4 lakhs + 5% of the amount exceeding ₹ 50 lakhs

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

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

3.3.4 Security Deposit may be furnished in any one of the following forms.

- ii) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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 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 As applicable, the tenderer will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, 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, 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 pay the loss caused to BHEL due to any default on part of the contractor or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

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

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

3.4.9 If applicable, 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 ₹7000/- per month. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and notified at appropriate time.

3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL direction or as per the provisions of the relevant Act and 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. Any rule applicable for particular site location as stipulated by authorities shall be adhered to.

3.5. A. SAFETY:

- (i) All safety equipment such as safety belts, helmets, industrial safety shoes, respirators, ear muffs & 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) or as applicable at place of executing work 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 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

3.6 PERIOD OF CONTRACT

- (i) The contract shall be, initially, for a period of two years from the date of LOI.
- (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.
- (iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

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

3.8 PAYMENT TO THE CONTRACTOR

- (i) Refer clause 1.1.3 of this document.
- (ii) The payment shall be made after completion of work as specified in the NIT/ Specification.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by document/ report and the same to be duly certified by the BHEL official in charge of the contracted work.

As stipulated elsewhere in the NIT, the required output is to be documented to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strictly during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- (iii) This is a time bound contract for period mentioned, and does not envisage any escalation of price. Also, no overtime clause is applicable, as lump sum price is the basis for award of contract. The essence of the contract is to complete the activity satisfactorily.
 - (iv) The rates quoted by the contractor shall be firm for the contract period of two years. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
 - (v) In the event of delayed / cancelled / postponed / repeated due to fault of contractor as faulty instruments, less accuracy of instrument, expiry of calibration certificates, insufficient instruments and any other reasons to complete the PG test, BHEL is not liable to pay anything for that trip.
 - (vi) In the event of non-completion of PG test due to reasons/ defaults/ constraints etc. on account of the BHEL and/or BHEL's Customer Power station after the issue of LOI, Contractor is entitled to claim the expenditure at actuals, subject to submission of original bills/receipts along with invoice. Journey fare shall be limited to railways normal 2A rates. Local conveyance and manpower expenditure shall be acknowledged by BHEL personnel along with Minutes of Meeting (MOM) before leaving site. Entitlements shall be limited to BHEL E1A grade for engineers and BHEL S3 grade for supervisors.
 - (vii) Payment will be made as lump sum to the contractor after successful completion of the test irrespective of the no. of days spent for completing duly certified by the BHEL Engineer.
 - (viii) A penalty of 0.5% of the gross value of work will be levied for every weeks delay in work, subject to a maximum penalty of 10% of the gross value of work for the respective work order.

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 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:

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

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising 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. **This clause shall be applicable for project sites also, based on statutory requirements governing the site.**
- 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.(or any other statutory body/agency)
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - (ii) Annual Return in Form 6A along with Form 3A. (till this procedure is discontinued by the PF authorities)
- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register/Any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

- (iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not 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 same (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 If applicable, 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 If applicable, the Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD-32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 If applicable, 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/ as applicable at place of work):
The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May Day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad/ place of work 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 at the rate 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 hours 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 Factories Rules 1950 amended from time to time.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 **Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period/ LOI work for respective site and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials/ department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

- 4.32 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.
- 4.33 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.34 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.
- 4.35 If applicable, 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.
- 4.36 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.
- 4.37 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 If applicable, 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 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.

- 4.43 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.
- 4.44 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.45 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.
- 4.46 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.47 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 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/ site premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's/ customer'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/Hyderabad Courts.

5.0 CONTRACT WORK DESCRIPTION:
SCHEDULE 'A'

CONTRACT PERIOD: 2 Years from date of award.

WORK DESCRIPTION: Carrying out Performance Guarantee test of Pulverisers in Coal based Power plant sites in India on **Rate contract basis.**

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6-A TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDERABAD - 502032

Dear Sir,

I / We hereby offer to carry out the work ‘Carrying out Performance Guarantee test of Pulverisers in Coal based Power plant sites in India on **Rate contract basis.**’ against Tender Enquiry No HY/PULV/PGT/16-17/001 Dated 31.05.2016

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

- | | | |
|---|---|------------|
| <ol style="list-style-type: none">1. Notice Inviting Tender2. Bid Application3. Bid Questionnaire – A4. Bid Questionnaire – B5. Declaration by Tenderer6. Instructions to tenderer7. General terms and conditions8. Special terms and conditions9. Evaluation of price bid10. Scope of Work & Schedule-A11. Specification No. BA75023 REV 0012. PQR Ref: HY-PULV-PGTO-PQR REV 00 | } | (Part – A) |
| <ol style="list-style-type: none">13. 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

(SIGNATURE AND NAME OF TENDERER)

PART - A TECHNICAL BID – I

(Bid Questionnaire – A)

Tender Enquiry No. : HY/PULV/PGT/16-17/001

Date: 31.05.2016

Details of the Contractor:

- a) Name and address of the Firm:

- b) Name and address of the bidder:

- c) Phone Number and e-mail:

- d) Details of DD / Cash paid
 - o DD or Cash receipt amount & No. :
for EMD

 - o DD for cost of tender documents :
(to be enclosed along with this bid)

- e) Particulars of experience / credentials :

- f) Whether all details as per pre- Qualification : Yes / No
criteria (Clause 2.0) enclosed

- g) Whether Deviations have been enclosed : Yes / No

- h) Is any contract being operated under the : Yes / No
control of the tenderer in BHEL.
(If yes, furnish the details)

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

- i) Is any relative of tenderer : Yes / No
employed in BHEL

(If yes, furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date:

(SIGNATURE AND NAME OF TENDERER)

**TECHNICAL
BID – II
(Bid Questionnaire – B)**

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No.	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Bankers Solvency Certificate	YES / NO
08	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
09	Financial Turnover for preceding seven years duly certified by qualified Chartered Accountant: ex. 2010-11, 2011-12 & 2012-13	
10	Any other comments	

Note:

- I. Self-attested photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No.01, 03, 08 or 09 is not available or 'No' then the bid is liable to be rejected.
- III. The above documents should be submitted along with the offer as otherwise, contractor's bills cannot be processed and payments may be held up.
- IV. Techno-commercial bids will be opened as indicated. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and they will not be entitled to participate in price bid/reverse auction.
- V. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm, he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
- VI. All the columns shall be filled with proper information.
- VII. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
- VIII. An offer may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

Signature of the Tenderer
Date:

6-B SPECIAL TERMS & CONDITIONS OF CONTRACT

- (i) Ensure cleanliness of the preparation area/work spot/equipment before & after the work.
- (ii) The quantity will be counted/ measured/ weighed and certified by the authorized persons.
- (iii) The expected no. of mills for two years are 197, liable for variation. The project sites are distributed across all geographical regions of India and no preference shall be acceptable by BHEL.
- (iv) The payment will be as per actual quantity prepared, executed and accounted.
- (v) The inputs provided are proprietary of BHEL and Bidder maintains confidentiality of the same. Non-disclosure agreement has to be signed by the successful bidder for this purpose.
- (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., (as applicable) 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 mentioned in the price bid Pro-forma 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) The counter offers will be on the basis of L1 rate and the quantity of jobs will be distributed to L1-50%, L2- 30% and L3- 20%. In case of disagreement by any party/parties within this counter offers or if less number of parties has qualified, respective % of load will be transferred to L1.
- (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 (impact bid). 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 RC Puram/ project sites and quote rates taking into account all aspects of contract.
 - (v) This is a time bound contract for period mentioned, and does not envisage any escalation of price. Also, no overtime clause is applicable, as lump sum price is the basis for award of contract. The essence of the contract is to complete the activity satisfactorily.
 - (vi) The rates quoted by the contractor shall be firm for the contract period of two years. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
 - (vii) Any statutory increase in the wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible escalation also.
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6-C PROFORMA FOR PRICE BID

TENDER PRICE SCHEDULE

PRICE BID (TO BE FILLED IN BY THE TENDERER)

TENDER NOTICE NO: HY/PULV/PGTO/16-17/001 DATED: 31.05.2016

Price Bid for Off-loading of PG Test for Milling Package

<p><i><u>Total package cost to BHEL.</u> (for the entire scope of work as identified in the Product Standard BA75023 Rev 00) for EACH Pulveriser basis</i></p>	<p>In Rs.</p>
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*Total Charges quoted shall exclude all taxes and levies.

SIG. OF CONTRACTOR(S)

Date:

7.0 DECLARATION BY TENDERER/ AUTHORISED SIGNATORY

I, _____, aged _____ Yrs. S/O _____
residing at _____ hereby declare:

- (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.
- (xii) I/We _____ do hereby tender to execute works of _____ the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.
- (xiii) I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our offer I / We carefully followed the instructions in the tender notice and have read the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and in regard to the instruments required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

Date :
Place :

[Signature with Name & seal of the Tenderer]