



**TENDER BOX IS AVAILABLE AT Dy GM C&PR OFFICE  
ADMN BLDG GROUND FLOOR FOR DROPPING FILLED TENDERS.**

**B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D  
RAMACHANDRAPURAM : : HYDERABAD – 502032  
COMMUNICATIONS AND PUBLIC RELATIONS DEPARTMENT**

TELEPHONE NO. 23184194 & 23182213 FAX NO. 040 – 23020133

TENDER NOTICE NO. HY/GH/5462/09

DATED:27.10.09

Item No. 1

1. Name of work : Maintenance of Horticulture works in Guest house group of buildings.
2. Earnest Money Deposit : Rs.20,000/-
3. Approximate value of work : Rs. 8,70,236 /-
4. Time of Completion : 12 Months
5. Maintenance Period : Nil
6. Sale of Tenders : 28-10-09 to 10-11-09  
During 9.00 hrs to 14.00 hrs  
(at O/O BHEL Guest House )  
Down load from BHEL web site till the date of Receipt of tenders
3. Last date of receipt of tenders : 11-11-09 up to 14.00 hrs.
4. Date and time of opening of tenders : 12.11-09 14.30 hrs.
5. Cost of tender documents } : Rs. 500/-  
Including S.T }

Name & Address:

-----  
-----  
-----  
-----

EMD PAID / NOT PAID

**BHARAT HEAVY ELECTRICALS LIMITED**  
RAMACHNADRAPURAM : : HYDERABAD – 32.

TENDER DOCUMENTS

**INDEX**

1. Tendering process
2. **Techno Commercial bid**
3. Pre-qualification
4. Techno commercial terms, conditions and special instructions.
5. Tender Notice
6. Directions to parties for Tendering
7. Tender for the work
8. Tenderer's and Contractor's Certificate
9. General terms and conditions of the contract
10. Schedule – A : Schedule of rates and approximate quantities.(**PRICE BID**)(see separate document attached)
11. Special Conditions (Safety)
12. Contractor's obligations
13. General Terms & conditions –Annexure- D
14. EFT form –Annexure-E
15. Guidelines & statutory payments for submitting tender
16. Special conditions

CONTRACTOR(S)

ISSUING OFFICER

## TENDERING PROCESS

- A. Tender box will be kept in Dy GM (C & PR OFFICE)  
AT ADMN. BLDG. GROUND FLOOR.
- B. Tender documents are issued in two bid system.
1. Technical bid
  2. Price bid
- C. Tender opening  
The tender shall be on two part bids. Only technical bids are to be opened on date of opening of the bids. After scrutiny and acceptance of the technical bids, price bids of accepted parties only will be opened. The date of opening price bids will be intimated separately.
- D. The technical bid consists of technical schedule requiring documentary proof. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- E. Technical and price bids must be in separate covers and super scribed as "Technical bid" and "Price Bid" separately with item Nos. clearly written on the covers. Tenders received mixed (with price and technical bids) will be rejected. Every page of the price bid document shall be Signed by the tenderer at the bottom of the page.
- F. In case of tender application and tender documents down loaded from web site, the tenderer shall pay cost of tender documents and EMD for item of work, he is tendering separately by means of two separate DDs (in favour of BHEL) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid. DD's may be drawn for **cost of tender documents** upto last date of Receipt of tenders .

Signature of Contractor(s)

## TECHNO COMMERCIAL BID

**Name of work** : Maintenance of Horticulture works in Guest houses Group of buildings.

**Tender Notice No & Item No.:** 01 : HY/FCD/OT-14/09-10 Dt: 15.10.09

S. N o	Description	Data to be filled by Bidder/Contractor
1	<b>Name of the Contractor</b> <b>Full Address</b>  <b>Contractor's code No</b> <b>Contact person</b> <b>Phone , Fax</b> <b>Mobile Nos.</b> <b>Email ID</b>	: :  : : : : :
2	Details of DD/Cash receipt a) D.D or Cash receipt Nos for <b>EMD</b>  b) DD/Cash receipt Nos for <b>cost of tender documents.</b> (DD/C.Rs has to be enclosed along with this bid).	: :
3	<b>Particulars of experience/credentials</b> <b>as detailed in notice.</b> ( Completion certificate of works to be enclosed )	: :
4	ESI No. (Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from concerned authorities).	:
5	PF CODE No. (Copy to be enclosed)	:
6	PAN No . (Copy to be enclosed)	:
7	VAT Reg.No: (Copy to be enclosed)	:

Contd:

SIGNATURE OF CONTRACTOR

: 2 :

S.No	Description	Data to be filled by Bidder/Contractor
8	LABOUR LICENCE (Copy to be enclosed if available ) Valid up to : In case not available, bidder shall submit the Licence before commencement of the work .	:
9	Annual turnover during 3 years period - Year 2008-09, 2007-08 and Year 2006-07. ( supporting documents along with Saral and P&L Account Sheet are to be enclosed )	2008-09 : 2007-08 : 2006-07:
10	Service Tax No (Copy of certificate/Proof of application to be enclosed)	:

## NOTE:

1. Without PAN ,VAT TIN No., and Service Tax Registration Nos contractors bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinised by the Dept and In case the agency has not satisfied all the above conditions with documentary proof the bid will be rejected and their price bid will not be opened.
3. In case of a firm, the documents shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same. Otherwise the offer will be rejected.
5. **All the relevant columns shall be filled with proper information. The unfinished/wrongly filled/ incomplete Tender Documents ( Technical Bids //Price Bids ) will be rejected.**
6. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
7. Any other works not mentioned but required for completion of the project are to be carried out by the contractor with mutually agreed rates and vetted by Finance.
8. **BHEL reserves the right to reduce/increase the items, quantities mentioned in the schedule.**
9. **The agency shall comply all legal, statutory requirements applicable to execute the work before commencement of work.**
10. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future .
11. Tenders submitted without EMD / Cost of documents will be rejected.

Signature of Contractor(s).

## PRE QUALIFICATION

I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid **In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.**

1) Particulars of experience for the works executed of Similar nature for each work Experience of having successfully completed Similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

- a) Three similar works completed costing not less than the amount equal to **40%** of the estimated cost. **or**
- b) Two similar works completed costing not less than the amount equal to **50%** of the estimated cost. **or**
- c) One similar works completed costing not less than the amount equal to **80%** of the estimated cost.

**Similar works:** All Horticulture works/Labour Intensive works are considered as similar works. .

2) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year duly **certified by chartered Accountant along with IT returns document,,** should be at least 30% of the estimated cost.

3) (a) ESI code No..

(b) P. F. Code No.

4) Labour licence (Central / State Government) before commencement of work.

5) PAN No. (in case not available, proof of having applied with acknowledgement from concerned authorities)

6) . APGST / TIN No: (in case not available, proof of having applied with acknowledgement from concerned authorities or an undertaking for submission of VAT registration certificate before concluding the Contract agreement).VAT registration certificate to be furnished for works costing more than Rs.5.00 Lakhs each.

7) Service tax registration no: (in case not available, proof of having applied with acknowledgement from concerned authorities)

1) **Penalty:** 0.50 % of the gross value of work will be levied for every week's delay by the agency subject to a maximum of 10 % value of the work

II Tenders must be submitted in sealed covers addressed to DyGM /C&PR BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write tender notice No, and name of work and address of the tenderer on the sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection. The agencies can send through post also so as to reach the office of DyGM/C&PR BHEL, Ramachandrapuram, Hyderabad 502 032 on or before Tender opening date and time.

**III. NOTES:**

- 1 Period of contract shall be as mentioned in NIT.
- 2 Tenders are **on two - part bid method.**( Techno commercial bid and price bid) .
2. Tender documents can be had through BHEL web site <http://www.bhel.com> cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the tender bid.
4. The requisitions for tender documents shall be given in person to DyGM/ C&PR,BHEL., Ramachandrapuram, Hyderabad 502 032 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 representative.
- 5 BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
6. **The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future .**

**Signature of Contractor(s)****ACCEPTING AUTHORITY**

## **TECHNOCOMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS**

- 1 The agency shall quote (+) or (-) both in Figures and words over the BHEL estimate value given in the Price bid. In case of any difference in words and figures the percentage given in words will be considered for comparison and for awarding the work. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting.
- 2 The tenderer should quote the value inclusive of all taxes & duties levied by State and other Government organizations as well as all local authorities as applicable etc., **The Service tax/VAT is extra as applicable which will be paid by BHEL to the agency after submission of necessary valid documents.**
- 3 If the due date of tenders opening extended because of poor response the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation.
- 4 Bills /material proof of entry inside GROUP OF GUEST HOUSES area shall be acknowledged to the Engineer/ - incharge for the bought out items
- 5 The tenderer shall accept all the terms and conditions of the techno commercial bid of the tender document. In case same is not confirmed by the tenderer, the offer will be liable for rejection..
- 6 The tenderer shall not include any additional conditions / alter conditions either in the techno commercial bid or price bid.
- 7 The tenderer must visit site and familiarise with the nature of work before submitting the tender.
- 8 All materials of BHEL free issue shall be lifted by the bidder from BHEL stores and transported to worksite. The rates shall include transportation costs also.
- 9 The agency shall sign on each page of the tender schedule issued.
- 10 Rates quoted shall be firm throughout the period of the contract.
- 11 Sub contracting is not permitted under any circumstances without written consent of BHEL.
- 12 Contract to be closed in all respects including final measurement recording in M book and submitting the bill within two months from the completion time as mentioned in the tender or Approved date of completion whichever is later.

**Special Instructions: -**

1. All BHEL General Conditions of the Contract shall be applicable. A copy of which is available in the office of DGM/ C&PR for perusal.
2. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the firm rates considering the possible labour escalation also.
3. The agency should affix his signature at the end of each page of the document.
4. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
5. The department reserves the right to split and award the work to more than one agency.
6. The contractor should follow all the safety precautions, special conditions of safety attached at annexure I while executing the work.
7. The contractor should engage labours who should not be less than 18 (eighteen) years age.
8. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
9. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
10. The tenderer shall comply with all statutory requirement pertaining to the state or any government agencies or authorities Example, **PF, ESIC, workman's compensation & personnel accidents insurance** . The company will not be responsible for any claim made by the workers or government agencies / authorities.
11. Time is the essence of the contract . If agency fail to complete the work with in stipulated time , agency is liable to pay penalty as mentioned below.  
0.50% of the gross value of work will be levied for every weeks delay by the agency subject to a maximum of 10% value of the work.
12. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management .

Contd..

13. Agency will also ensure that qualified and experienced site staffs are available at all times during working hours in order to ensure proper supervision and to maintain the quality. You should take precaution regarding the safety of labour during the execution of the work. company shall not accept responsibility for the safe keeping of your tools, tackles and materials etc., you will therefore provide and maintain at your own cost locking, watch and ward when and where necessary.

**14. Safety shoe, Uniform, masks and gloves etc:**

Uniform-2 Pairs with stitching charges, safety shoes, gum boots, gloves, masks, helmets/summer caps etc shall be provided by the agency to each worker.

15. Agency has to provide the following **Tools and Tackels**:

1. Electrical Lawn mower-3Phase-3 HP..... 1 No
2. Knapsack Sprayers – 1Nos, and other tools and tackles required for Horticulture maintenance.

**Note: If the agency fails to provide the Safety Protective Personal Equipments and Tools & Tackles as specified above, within the time specified by the Engineer –In-charge the double recovery of cost will be made from the bills .**

**Signature of Contractor(s)**

**ISSUING/ACCEPTING AUTHORITY**

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

**TENDER NOTICE**

No HY/GH/5462/09 DATED:27.10.09

Item No: 1

Sealed Tenders will be received by the, Dy GM/C&PR Bharat Heavy Ramachandrapuram, Hyderabad-32 at his office up to 14.00 hours on **11.11.09** for the work of “ Maintenance of Horticulture works in GUEST HOUSE GROUP OF BUILDINGS”

at Ramachandrapuram, Hyderabad-32.A.P., Tenders will be opened by the Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. On the date by 14.30 hours and at the place aforementioned. The tenderers's or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderes who may be present at the time. The tender should be in the form of obtainable from the Office of .The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 12.00 Noon in the office for Tender forms and other particulars regarding the proposed work can be obtained on any working day from **28.10.09** to **10.11.09 (9.00 hours to 14.00 hours** on payment of the prescribed sum of **Rs.500** /- per set as non-refundable .**On Tender opening day also the agencies can down load from BHEL web site till the receipt of tenders.**

1. Tenders must be submitted in sealed covers and should be addressed to The DyGM /C&PR, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being noted on the cover.

Contd.....2

:: 2 ::

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co partnership name by a member or the firm, who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

2. Each tenderer must pay as Earnest Money, a sum of **Rs.20,000/-** only and enclose with his tender the receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following drawn **in favour of " BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD"**
  - a) Cash Receipt from B.H.E.L., Cash Office
  - b) Bankers cheque, Demand Draft.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will no carry any interest. It will be dealt with as provided in the conditions attached to the tender. When a tender is to be accepted, the tender whose tender is under consideration, shall attend the Office of DyGM/C&PR on the dates fixed by written information to him. He shall forth with upon intimation being given to him by the Dy GM/ C&PR of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail for failure of the Earnest Money Deposit.

Contd.....3

:: 3 ::

3. EMD by the Tenderer will be forfeited as per Tender Document if.
  - i) After opening the tender, the revokes his tender within the validity period or increased his quoted rates.
  - ii) The tenderer does not commence the work the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
4. EMD shall not carry any interest.
5. Tenderers shall peruse carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “A”. the quantities are given with a view to enable form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
6. The DyGM / C&PR reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
- 8a. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.
- 8b. The offer shall be valid for a period of 90 days from the date of opening of the tender.
9. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
  - 9a. Security Deposit should be collected from the successful tenderer. The Rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The Security Deposit should be deposited before start of the work by the contractor

Contd....4

:: 4 ::

9b. Security Deposit may be furnished in any one of the following forms.

- i) 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 Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from schedules 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 discharge 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 successfully tender 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.

9c. Security Deposit shall not be refundable to the contractor except in accordance With the terms of the contract.

The Security Deposit will be released along with final bill or after Nil Months maintenance period which ever is later.

SIGNATURE OF CONTRACTOR (S)

ACCEPTING AUTHORITY

### **DIRECTIONS TO PARTIES FOR TENDERING**

1. A list of materials, proposed to be supplied by the Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 500 032, and the places where and the prices at which they are proposed to be supplied is given in Schedule-B. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY. Not with standing any subsequent change in the market remains as originally entered in the Agreement. If at any time subsequent to the execution of this agreement, materials of B.H.E.L., other than those specified in the agreement are required by B.H.E.L., to be used on the work they will be charged at issue rate of BHEL. The contractor will be informed in writing of this and he should intimate in writing the rate which he demands for finished work in view of the fact that he is to use materials of B.H.E.L, and at the issue rate. No cartage or incidental charges will be borne by B.H.E.L., in connection with the supply of materials referred to in this paragraph. If at any time, B.H.E.L., supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12 ½% whichever is greater.
2. Subsidiary items such as water for work, clearing and marking out site, hire of tools and plants should be separately entered. If such items are not so entered, it will be assumed that the rates quoted, in the schedule include provision for them also.
3. The tenderer shall examine closely, the Andhra Pradesh Standards specifications kept in DyGM/C&PR'S Office and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in site. The contractor should purchase a book of Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be into by the accepted tenderer.

Contd....2

:: 2 ::

4. Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefor. In the case of proprietary firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
5. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials as comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender notice or as required by the DyGM/C&PR having jurisdiction for the time being over the work, herein-after called DyGM/C&PR, should have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seignior age, tools etc,.
6. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed to the contractor.
7. The tenderer should quote specific rates for each item in the schedule and the rates should be in rupees and paise. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which are made by the tenderer in the agreement form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

SIGNATURE OF CONTRACTORS(S)

ACCEPTING AUTHORITY

TENDER FOR THE WORK

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.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard specification and the clauses of the preliminary specifications an 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 such investigation of the work required to be done and in regard to the material 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 I /We, \_\_\_\_\_ enclose a income tax verifications certificate. I /We \_\_\_\_\_ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Contractor (S)  
Address

**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and it's 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 thereunder with subsequent revisions if any.

Date \_\_\_\_\_

SIGNATURE OF CONTRACTOR(S)

**GENERAL TERMS & CONDITIONS**

1. The contractor shall comply with the following general terms conditions and special instructions.
2. The contractor shall fully comply with the following en-actments:
  - a. Contractor Labour (R&A) Act, 1971.
  - b. Wage Rates not less than that notified by State Labour department from time to time.
  - c. Payment of Wages Act.
  - d. ESI Act, 1948.
  - e. EPF Act, 1952.
  - f. Workmen's Compensation Act, 1923.
  - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.
  - a. Form XIII - Register of workmen employed by contractor (Rule 75).
  - b. Form XIV - Employment card issued by contractor (Rule 76).
  - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
  - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
  - e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
  - f. Form XIX - Wage slip (Rule 78 (b)).
  - g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
  - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
  - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
  - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
  - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82 ) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

5. The contractor shall observe
  - (a) Weekly rest day.
  - (b) The company list of holidays.

Contd....2

:: 2 ::

6. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager / Personnel.
8. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
9. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
10. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
13. The contractor must satisfy himself 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 entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
14. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.

Contd....3

:: 3 ::

15. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
16. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
17. The contractor shall give all notices required by the acts regulations , bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations ,orders, decrees or attachments either by himself or by his employees,
18. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.
19. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
20. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge o f the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
22. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.

Contd....4

:: 4 ::

23. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise conform to the provisions of the said act in regard to such accident.
24. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
25. The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A ) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
26. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the DyGM/C&PR OF B.H.E.L. Ramachandrapuram, Hyderabad –502032
27. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
29. The contractor shall not resort to sub-contracting under any circumstances .If found at a later date, BHEL reserves the right to take action what ever action it deems fit , including cancellation of the contract.
30. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
31. The contractor shall be responsible to settle any grievances of the labour deployed by him.
32. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

Contd.... 5

:: 5 ::

33. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
34. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
35. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
36. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
37. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
38. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
39. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
40. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
41. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
42. Contracts shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.

Contd....6

:: 6 ::

43. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
44. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
45. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges thereon shall be recovered from the contractor.
46. The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
47. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
48. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
49. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
50. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
51. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.

Contd....7

:: 7 ::

52. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
53. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
54. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
55. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
56. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
57. The decision of the “Contracting Signing Officer” shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

**II) Special Instructions:**

1. If an individual makes the tender, 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 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 to be accepted, the tenderer, whose tender is under consideration, shall attend the office of “Office 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 (C&PR)] 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.

Contd....8

:: 8 ::

4. Tenderers shall peruse carefully the instructions and directions to parties in tendering and the conditions of the agreement and all other relevant documents before tendering 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 an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission, deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender". Should the tenderer fail to observe or comply with the foregoing stipulation, 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 entering into the contract. There shall be no dispute/ complaint or 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 only 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, all taxes, duties applicable and appliance 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.

Contd....9

:: 9 ::

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 escalation of price.
12. The rates quoted by the contractor shall be firm for the contract period. 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.

SIG. OF CONTRACTOR(S)

ACCEPTING AUTHORITY

**BHARAT HEAVY ELECTRICALS LIMITED**  
RAMACHANDRAPURAM : : HYDERABAD – 32.

**(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. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
3. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M
4. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
5. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
6. The contractor shall keep a supervisor always at work site.
7. Power shut down shall be taken before commencement of the work wherever power cables are running.
8. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

CONTRACTOR

ISSUING/ACCEPTING AUTHORITY

## ANNEXURE - C

## CONTRACTOR'S OBLIGATIONS

- I) CONTRACTURAL:
- a) Contractor shall deploy the minimum number of work force as specified by the department.
  - b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
  - c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
  - d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
  - e) Contractor should issue appropriate letters to his employees.
  - f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
  - g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
  - h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
  - i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
  - j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
  - k) The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Whenever necessary, the cap shall be integral part of the uniform.
  - l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost mentioned in the contract to his employees for carrying out the job.

## II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act,1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act,1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursements. These records need to be preserved for a period of at 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment /delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- L) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared hoildays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

CONTRACTOR(S)

ACCEPTING AUTHORITY

## ANNEXURE-D

## GENERAL TERMS &amp; CONDITIONS

- 1) BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 2) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 3) In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/ anormally within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 4) The contractor shall deposit an amount of Rs. \_\_\_\_\_ as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor A/c.- BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
- 5) The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 6) Any matter arising out of or in connection with the agreement shall be under jurisdiction of SangaReddy Court.
- 7) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 8) The contract will commence on \_\_\_\_\_ date and will remain valid for a period of \_\_\_\_\_ year(s) till \_\_\_\_\_ date. The parties reserves the right to extend the contract on mutually agreed terms and conditions.

- 9) All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act,1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sanga Reddy Courts.

CONTRACTOR (S)

ACCEPTING AUTHORITY

**ANNEXURE – E**

Vendors to furnish this mandate on their Letter Head. )		<b>Annexure E</b>
		Ref No:
		Date:
<p>To Dy. Manager/Finance-CM Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032</p>		
Dear Sir,		
Sub: Details for National Electronic Fund Transfer		
We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below		
A. Sup code (As per PO/SCO) / Staffno	:	
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 (Savings 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) Authorised Signatory Name Designation
Certified that the particulars furnished above are correct as per our records		
Date		(Signature of authorized official of bank) Bank Stamp

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

Daily wage rate is exclusive of Holiday and Leave Wage.  
Wage rates as on date i.e 18-07-2009

U S W : Rs. 166.18 per day Inclusive of weekly off.  
S S W : Rs. 184.29 “ ”  
S W : Rs. 204.71 “ ”

i) Leaves and Holidays

+ 11 days paid holidays / per year  
+ 18 paid leaves / per year.

ii) P F and E S I contributions wages

PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.

iii) BHEL Allowance Rs 1005.00 per month to be paid by the contractor to the work force per head.

iv) Bonus @ 8.33% on Daily wage rate

The contractor's are advised to quote the rates considering the above statutory payments and also future increase in wage rate to contract work force.

CONTRACTOR(S)

ISSUING/ACCEPTING AUTHORITY

### **GENERAL TERMS AND CONDITIONS (HORTICULTURE)**

- 1) The contractor shall have experience as mentioned in the pre-qualification criteria.
- 2) It shall be the responsibility of the contractor for the administration of the employees deployed for the horticulture activities in BHEL R.C.Puram unit. The contractor shall be solely responsible for supervising the work allotted to him, and be carried by his employees.
- 3) The workmen deployed as above shall be in the pay rolls of the contracting agency/firm and shall be physically and mentally fit and do not have criminal records.
- 4) The contracting agency shall be responsible for all statutory obligations such as coverage of E.S.I, P.F, APGST and Labour license, insurance etc.
- 5) The contracting agency shall have relevant labour license (Central / state Govt) and produce the same.
- 6) Relievers shall be provided on the respective off days of workmen.
- 7) The employees deployed for maintenance activities shall wear neat & tidy uniform of approved design and colour and proper shoes while on duty in BHEL R. C Puram, which shall be provided by the contracting agency.
- 8) The contracting agency shall ensure proper and polite behavior of their employees in BHEL R.C.Puram premises.
- 9) The contracting agency and their employees shall abide by the rules, regulations and security requirements of BHEL, R.C Puram.
- 10) The contracting agency shall ensure that proper safety precautions are followed while discharging the maintenance activities and it shall be the responsibility of the contractor to provide all necessary safety equipment to their staff, like hand gloves, gum boots, masks etc.
- 11) The agency shall quote the firm rates considering all possible escalation during the currency of the contract.**
- 12) The offer must be by filling up the rates in the same prescribed format issued by BHEL and additional clauses or offers against any other different head will be make the offer liable for rejection .

:: 2 ::

- 13) Man power in commensurate with the requirement of the job as well as supervision of them should and fulfilling the same to be ensured by the contractor during execution of the job and will be also responsible for maintaining the same during currency of the contract.
  
- 13) The quantities shown above are approximate and liable for variation.
  
- 14) All BHEL General Conditions of the Contract shall be applicable.
  
- 16) The contractor shall affix his signature at the end of each page of this tender documents and put rubber stamp wherever he signs in the contract agreement or bills for making payment.
  
- 17) The rates quoted shall be for finished items of work including all lifts, leads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
  
- 18) The BHEL reserves the right to split and award the work to more than one agency if required.
  
- 19) The contractor or his authorised representative shall be always present at the work site
  
- 20) The contractor shall submit the daily progress report to the Engineer-in-charge. Services under the contract must be provided daily except on holidays and break. When minimum number of workmen as instructed by the Engineer-in-charge to attend day to day schedule of operations, must be engaged for maintenance and other essential activities
  
- 21) The contractor should engage labours who should not be less than 18 (eighteen) years age.
  
- 22) Where there is difference in between quoted rates of figures and words, higher rate is taken for tender comparison, while awarding lower rate will be awarded.
  
- 23) The contractor shall quote rate for all the items. In case any missing in quoting the rate against any item, it will be treated as incomplete offer and all incomplete offers will be rejected.
  
- 24) All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department. Payment from BHEL is no way connected for making payment of monthly wages to the workers on or before 7<sup>th</sup> of every month.

....3/-

:3:

- 24) All the materials and tools required for execution of horticulture works against items in the contract, are to be entered at CISF gates and supplied to site by contractor for using in works.
- 25) The contracts shall be operated for ONE year and the quoted rates are a value of 12months from the date of commencement of work. The rates shall be firm through out the contract period. No escalation shall be entertained during the period of the contract.
- 26) BHEL has the privity of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractors.
- 28) In the event of completion / termination / closure of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retirement compension at his own cost.
- 29) Contractor shall indicate details of manpower to carryout the activities on their rolls and special cleaning equipments to substantiate their competency.
- 30) Contractor / his authorised representative shall be available round the clock in the site to take instructions from BHEL engineer and get the job executed under supervision by himself / his authorised people.
- 31) Contractor shall issue photo identity cards / employment card to his employees duly verified and attested by the contractor.
- 32) Incase of employment of women for work by the contractor, contractor will have to discharge his obligations under relevant laws, Acts.
  - a) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carryout the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
  - b) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
  - c) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

... contd..4

:: 4 ::

- 34) Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, payment of wages to his employees etc except the cost of Manure which will be issued by FREE of cost by BHEL at their stores . Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.
- 35) The contractor should follow all the safety precautions while executing the work.
- 36) The contractor shall submit the daily progress report to the Engineer-in-charge.
- 37) Tenderers are advised to go through the details for periodically and quantum of work involved.
- 38) The rates quoted for each activity shall include for collection and disposal of any cuttings and prunings and other waste generated during the activities upto dust bin / 2 kms and cleaning of the premises.

SIGNATURE OF CONTRACTORS(S)      ISSUING/ACCEPTING AUTHORITY.

SPECIAL CONDITIONS GOVERNING MAINTENANCE OF  
HORTICULTURAL WORKS

The works includes maintenance of Trees, Lawns, Flowerbeds, Edges, Shrubs, Creepers, Flower Pots & Rock Gardens etc. The work shall include development, relaying, replanting or remarking, repair and upkeep operations and also all agro-Horticultural operations which are to be performed for maintenance of these by the contractor regularly, based on natural evidence and weather filling, trimming, watering, protection from diseased and pests etc. The entire environment and surrounding areas of landscape shall be maintained on scientific, agro-horticultural practices to the specification of required standards and as directed from time to time by Engineer-In charge.

A Supervisor from the contract side shall be available at site to receive instructions and to carry out the works daily from Departmental Engineer-Incharge.

SPECIAL CONDITIONS:

1. Services under this contract must be provide daily except on Holidays & breaks. When a minimum number of workmen as instructed by the Horticultural Supervisor must be engaged for maintenance and other essential activities. Sufficient labour trained in the garden works shall be engaged as instructed by Engineer-Incharge.
2. Boys & Girls Mazdoors shall not be on this work either temporarily or otherwise.
3. The contractor and his staff should follow security regulations in force and as amended from time to time. Contractor should arrange necessary badges etc. for identification.
4. The contractor for himself and for his staff working shall be held personally responsible for their conduct and liable for consequential action together with staff involved in any guilt or offence.
5. The contractor shall make his own arrangements for necessary tools & implements required for maintenance of Horticulture works. Lawn mower for moving the lawns, sprayers for spraying the pesticides will be provided by BHEL at free of cost.
6. In case contractor uses departmental tools and implements the contractor shall ensure proper care use on maintenance and return them in good condition after use. If any damage is done, he shall make good the same immediately, which includes replacement if necessary.
7. Manures, fertilizers and plant production chemicals will be supplied by BHEL at free of cost. The cattle manure will be made available at two or three convent places and from there, the contractor shall make his own arrangement for transport etc. the fertilizers and plant production chemicals shall be supplied at our Nursery or Store only. The contractor shall make his own arrangements to lift and transport them to the place of use.
8. Water will be supplied at free of cost up to nearest points of the Garden and the contractor shall make his own arrangements for watering the lawns, flower beds, trees, shrubs, potted plants, etc., by providing suitable hose pipes which will be supplied by BHEL at free of cost. Trees including avenue trees, green belt trees, shrubs etc. needs transport of water by using Tractor with trailer, water-tanks will be provided by BHEL at free of cost.

Contd....2

:: 2 ::

9. The contractor shall make his own arrangements to protect all plants, trees, shrubs, edges, potted plants, lawns etc., from being attacked by insect, pests or disease. Immediately spraying work will have to be done by the contractor's staff using pesticides, which will be supplied free of cost by BHEL.
10. Pruning, training, planting, sowing, gap filling, by replanting of trees, shrubs, flower seedling, seeds, plants, grass or turf etc., towards maintenance works shall be done as directed and in the presence of Horticultural staff during the working hours on all working days, only. The plants & seeds shall be supplied free of cost at Nursery only, from there the contractor shall make his own arrangements to receive and transport to the place of planting or sowing. For this purpose, the contractor shall employ experienced and trained / malis.
11. The Lawns, flowerbeds, trees, shrubs, edges, potted plants etc., shall always be maintained in good health and vigour and in perfect cleanliness. The maintenance includes, removing, replanting or re-marking and gap-filling etc.
12. In case of loss of plants due to improper maintenance on the part of contractor, a reasonable sum as assessed by the Sr. Engineer / Civil will be recovered from the contractor's bill.
13. In the event of the contractor having carried out un-satisfactory work, carelessly otherwise, recoveries will be made from the contractor's bill as assessed by the Sr. Engineer / Civil or the Engineer Incharge of the work. Decision of the DGM /C&PR will be the final in case of any claims or disputes in this regard.
14. Payment: Contractor shall pay all the statutory payments like PF & ESI on or before 10<sup>th</sup> of every successive month. bill payments shall be released after submitting the payment of statutory challans.
15. The contractor shall pay minimum wages as prescribed by BHEL for the Labour Employed on the work in the presence of departmental representative or supervisor. The contractor shall submit various labour returns periodically as directed. Contractor should follow safety measures for the staff engaged by him while on work.
16. Contractor should engage minimum labourers including site supervisor required for the work of maintenance of Horticulture works as specified by Engineer Incharge.
17. Depending upon the exigencies of work additional labour may be engaged to complete the work faster as directed by Engineer Incharge.
18. The AP Contract labour (Regulation & Abolition) Act 1970 and Rule 1971 shall be applicable with all the provisions of the Act.

Signature of Contractors(s)

Issuing/Accepting Authority.

### SPECIAL CONDITIONS

1. Time is the essence of contract and the specified time of completion is up to **12 months** which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the General conditions of contract and form part of the contract documents. Where these special conditions are at variance with the General conditions of contract, these special conditions shall prevail.
3. All rates quoted shall be finished work in site inclusive of all leads, lifts and other incidental charges and those in general conditions.
4. Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy himself about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall conform to the relevant APSS and shall be got approved by the Engineer-in-charge before they are used on the work. The Bharat Heavy Electricals Limited will not, however after acceptance of a contract rate, pay extra charges for any other reason, in case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
5. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule-A For the sake of uniformity in comparison of tenders, the tenders should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
6. The DyGM/C&PR reserves the right to deviate either by addition or by deduction from the schedule of items of work given in the tender document after awarding the work.
7. The final acceptance of work in all items are subject proper behavior after testing regardless of whether the items are paid for or not.
8. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure/stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.

SIGNATURE OF CONTRACTORS(S)

ACCEPTING AUTHORITY.