



**TENDER BOX IS AVAILABLE AT VENDOR COMPLEX NEAR  
ADMN BUILDING FOR DROPPING FILLED TENDERS.**

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

TELEGRAM: BHARATELEC TELEPHONE NO. 23185059 & 23182376  
FAX NO. 040 – 23186122, 23186058

**TENDER NOTICE NO. HY/FCD/OT-06/2013-14 DATED: 27.07.2013**

**Item No. 1**

- 1 Name of work : Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6 GT Ducting in GT Complex Test Plant (Mechanical work).
- 2 Earnest Money Deposit : ₹ 1.50 Lakhs or  
**(One time EMD also can be Submitted) One time EMD ₹ 2.00 lakhs**
- 3 Approximate value of work : ₹ 75.99 Lakhs
- 4 Time of Completion : 12 Months
- 5 Maintenance period : 6 months
- 6 Sale of Tenders : 05.08.2013 to 22.08.2013  
During 9.00 hrs to 14.00 hrs  
(From the Office of AGM/Fy. Civil  
Down load from BHEL web  
site till the date of Receipt of  
tenders.
- 7 Last date of receipt of : 23.08.2013 @ 11.00 hrs.  
tenders
- 8 Date and time of opening of : 23.08.2013 @13.15 hrs.  
tenders
- 9 Cost of tender documents : ₹ 500/- (if purchased from BHEL)  
Including S.T ₹ 250/- (if down loaded from web)

Name & Address:

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EMD PAID / NOT PAID

**Signature and Seal of the Contractor**



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

**TENDER DOCUMENTS**

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(see separate document in web and down load)
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**ISSUING OFFICER**

**Signature and Seal of the Contractor**

## **TENDERING PROCESS**

- A. Tender box will be kept in Vendor Complex building which is near ADMINISTRATIVE BUILDIND AREA.**
- 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. Tenderers are requested to take the print of the documents on both sides of paper, to save the paper, which will save the trees.**
- E. 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.
- F. 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.
- G. 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.
- H. In case date of opening happens to be a holiday by any reason, tenders will be received and opened on next working day at the same hours.**

**Signature and Seal of the Contractor**

**To be filled up by the bidder /Contractor****TECHNOCOMMERCIAL BID**

**Name of work :**      **Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6  
GT Ducting in GT Complex Test Plant (Mechanical work).**

Tender Notice No & :      **HY/FCD/OT-06/2013-14 Dt: 27.07.2013**  
Item No. :      **01**

S.No	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 No.s for <b>EMD</b>  b) DD/Cash receipt No.s for <b>cost of tender documents.</b> (DD/C. R.s has to be enclosed along with this bid).	: :
3	Particulars of experience/credentials as detailed in notice. ( Completion certificate of works to be enclosed )	: :
4	ESI No. (Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from Concerned authorities).	:
5	PF CODE No. (Copy to be enclosed)	: <b>Pl read as per prequalification criteria</b>
6	PAN No. (Copy to be enclosed)	:
7	VAT Reg. No: (Copy to be enclosed)	:
8	<b>Contact Person name in case conducting Reverse Auction</b>	:
9	<b>Mobile no:</b>	:
10	<b>FAX NO</b>	:
11	<b>E-MAIL ID</b>	:

**Signature and Seal of the Contractor**

S.No	Description	Data to be filled by Bidder/Contractor
12	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.	:
13	Annual turnover during 3 years. (with supporting documents)	:
14	Service Tax No (Copy of certificate/Proof of application to be enclosed/to be submitted before release of payment)	:

**NOTE:**

- Without PAN ,VAT TIN No., and Service Tax Registration No.s contractors bills cannot be processed and payments will be held up.
- 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.
- 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.
- 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.
- All the relevant columns shall be filled with proper information. The unfinished/wrongly filled/ incomplete Tender Documents (Technical Bids /Price Bids) will be rejected.**
- BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
- 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.
- BHEL reserves the right to reduce/increase the items, quantities mentioned in the schedule. Tenderer shall not have any claim who so ever on this account.**
- Party shall comply all legal, statutory requirements applicable to execute the work before commencement of work.**
- 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.**
- Tenders submitted without EMD / Cost of documents will be rejected.**
- Tenders not fulfilling the above conditions are liable for rejection. The semi filled, incomplete Tender Documents will be rejected.**
- All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) only. Bidders should regularly visit BHEL website to keep themselves updated.**
- The offers of the bidders who are on the banned list as also the offer of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website.

**Signature and Seal of the Contractor**

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

**(Copy of satisfactory completion certificate of contract of similar work shall be attached.)**

***Similar mechanical works: Erection of GT inlet or exhaust ducting or erection of heavy structures above 5M height or erection of heavy machines only will be considered as similar works. Experience in any other works will not be considered.***

***(If the completion certificates is from private organization the same shall be supported with TDS certificate).***

2. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost as turnover 2009-10, 2010-11, 2011-12 duly certified by chartered accountant along with IT saral or for turnover 2010-11, 2011-12 duly certified by the chartered accountant along with IT saral and for 2012-13 duly certified by the chartered accountant.
3. ESI code No: Proof of certificate /having applied with acknowledgement
4. **P F. Code No:** The agency who doesn't possess the PF code no. has to enclose an undertaking letter that they will obtain PF code no. from AP Govt. before commencement of work if they become successful bidder. (The bidders whoever is having PF code no.s has to enclose the proof of certificate).
5. Labour licence: Central Government before commencement of work.
6. PAN No. (in case not available, proof of having applied with acknowledgement from concerned authorities)
7. **VAT registration No.:**
  - i. VAT not applicable for labour intensive works.
  - ii. If VAT applicable, APGST / TIN No: shall be enclosed. (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 ₹ 5.00 Lakhs each.

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**Signature and Seal of the Contractor**

8. Service tax registration no: (in case not available, proof of having applied with acknowledgement from concerned authorities/ to be produced before release of payment).

**Penalty:** 0.50 % of the gross value of work will be levied for every week's or part thereof delay by the agency subject to a maximum of 10 % gross value of the work executed after the schedule period of completion.

- II. Tenders must be submitted in sealed covers addressed to Addl. General Manager/Fy. Civil, 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 and same shall be dropped at vendor complex near Administrative building, BHEL, Ramachandrapuram, Hyderabad-502032 and also postal/courier tenders also to be sent to above address.

### 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).
3. 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 Addl. General Manager (Projects & Factory Civil), 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.**

**ACCEPTING AUTHORITY**

**Signature and Seal of the Contractor**

## **Scope of work**

**Name of the work:-      Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6 GT Ducting in GT Complex Test Plant (Mechanical work).**

- The work involves fabrication of Inlet and exhaust support structures, erection of Fr.9E, Fr.6, Fr.5 exhaust ducts and Fr.9E Inlet duct 30 mtrs height above ground level including insulation, painting and vacuum testing. Shifting of materials, fabricated items and other required materials from store / yard to GT complex Test Plant with contractor's own transportation. Erection Tools and lifting tackles, welding equipments, electrodes etc. are in contractor's scope.

**NOTE : The scope of work includes the provision of own arrangement of the required capacity, type & size of cranes, Lorry / Trailors by the contractor for the completion of the entire works.**

Any other miscellaneous works for completion of the above works as directed by Engineer-in-charge.

**ISSUING OFFICER**

**Signature and Seal of the Contractor**



**TECHNOCOMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS**

- 1 **Reverse Auction (RA)**: BHEL reserve the right to resort to Reverse Auction procedure i.e. Online bidding on internet, instead of opening the submitted sealed bid, which will be decided after technical evaluation. RA terms and condition will be intimated separately. **In case any tenderer refuses to participate in the Reverse Auction process the tender will be rejected. The EMD will be forfeited to the bidder who did not participate in the reverse auction** (The bidder should compulsorily participate by providing the Online sealed bid through internet “during the **Online initial sealed bid time**” and in the Dynamic auction the agency can participate if they are willing to continue in the auction).

**General Terms and conditions of RA are given in Annexure- AA' for information.**

- 2 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 Reverse Auction method not fruitful Normal tendering procedure will be followed. If 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.
- 3 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 except **Service tax, which is extra will be paid by BHEL to the agency after submission of necessary documents.**
- 4 Bills /material proof of entry inside factory area shall be shown to the Engineer - in charge 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.

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**Signature and Seal of the Contractor**

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.
13. M/s BHEL will not responsible for any delay or loss of tender document on transit/post.
14. Tenders received after due date and time shall not be considered or accepted.
15. In case date of opening happens to be a holiday by any reason, tender will be received and opened on next working day at the same hours.

**Special Instructions:**

1. All BHEL General Conditions of the Contract shall be applicable. A copy of which is available in the office of AGM/Planning 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. While working above 2.5 M from ground level prior permission has to be obtained from BHEL by the agency before proceeding with 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. All the materials including C R stones, bricks, sand and granite metal required for execution of civil works against items in the contract, are to be entered at CISF gates and supplied to site by contractor for using in works.

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**Signature and Seal of the Contractor**

10. The tenderer should make fabrication detailed drawing along with BOM for fabricated structures. However BHEL will furnish sketches & design for the above.
11. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
12. 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.
13. 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.
14. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management.
15. The samples of materials etc. should be tested in approved laboratory and reports submitted to Engineer –in charge whenever instructed and charges shall be borne by agency.
16. Agency will also ensure that qualified and experienced site staffs are available at all times during working hours in order to ensure proper supervision an 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.
17. **Payment terms:-** After requesting by the agency running bill payment against the work executed based on the progress shall be made to the contractor after recording on measurement book by authorized BHEL representative & agreed by contractors representative and duly checked by Engineer-in-charge.
18. **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.

**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.**

**ISSUING/ACCEPTING AUTHORITY**

**Signature and Seal of the Contractor**

# **REVERSE AUCTION**

## **ANNEXURE - AA**

### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

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

- (i) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (ii) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/demonstration before commencement of on line bidding on internet.
- (iii) BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training demonstration.
- (iv) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- (v) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- (vi) BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total cost to BHEL" like schedule of items rates, inclusive of all taxes and duties except service tax which is extra as applicable for each of the vendor to enable them to fill in the price and keep it ready for keying in during the Auction.
- (vii) Reverse auction will be conducted on a scheduled date & time.
- (viii) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- (ix) The lowest bidder has to fax/e-mail the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- (x) Any variation between the on-line bid value and the signed document (price bid) will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- (xi) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- (xii) **The agencies are advised to keep a copy of the Price bid submitted along with tender for their reference for providing at the time of online sealed bid value.**

ISSUING OFFICER

**Signature and Seal of the Contractor**

## **TERMS AND CONDITIONS FOR REVERSE AUCTION**

### Terms & Conditions of Reverse Auction

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

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

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

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

**10. GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auction website (**Service provider**) using the Login IDs and passwords given to them.

#### **11. OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

**Signature and Seal of the Contractor**

- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- If BHEL is not satisfied with the outcome of Reverse auction, BHEL is free to re conduct the reverse Auction.
- BHEL along with **Service provider** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **Service provider** after the first posting shall be deemed to have been accepted if the Bidder continues to access the portal after that time.
- **Service provider** shall not have any liability to Bidders for any interruption or delay in access to the portal irrespective of the cause.
- **Service provider** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- **Service provider** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.**

- All the Bidders are required to submit the Process Compliance Form (**Annexure-II**) duly signed to **Service provider** by **XXXXXXX** after the receipt of the Process Compliance Form; Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, successful bidder has to submit the Prices in the **Annexure-III** immediately to **Service provider** for further proceedings.

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

**Signature and Seal of the Contractor**

**ANNEXURE –II****Process Compliance Form**

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

**To,**  
**(Name of the service provider)**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ (Tender Enq. No. HY/FCD/OT-06/2013-14 Dt: 27.07.2013, Item no: 1) document for the work of "Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6 GT Ducting in GT Complex Test Plant (Mechanical work)".

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Scan & email this document: Service provider**

**Signature and Seal of the Contractor**



**Annexure III**  
**Price Confirmation**

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

**To,**  
**To,**  
**(Name of the service provider)**

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

Tender Enq. No. **HY/FCD/OT-06/2012-13 Dt: 27.07.2013** for **“Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6 GT Ducting in GT Complex Test Plant (Mechanical work)” (item no- 1).**

Dear Sir,

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

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

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**Signature and Seal of the Contractor**

**(THE AGENCIES WHO ARE NOT HAVING ONE TIME EMD WITH BHEL, R.C.PURAM, HYDERABAD ARE ADVISED TO SUBMIT THIS FORM WELL INADVANCE FOR OBTAINING THE CERTIFICATE)**

**Request for One time EMD**

To,  
Addl. General Manager,  
Projects and Fy. Civil,  
BHEL, Ramachandrapuram  
Hyderabad-502032.

Dt:

Dear Sir,

**Sub: Payment of one time EMD of ₹ 1.00/2.00 Lakhs -reg.**

With reference to the above subject, I am prepared to pay one time EMD of ₹ 1.00 Lakh/₹ 2.00 Lakhs (Lumpsum) for quoting the works of value exceeding ₹ 50.00 Lakhs/₹100.00 Lakhs each, depending on my eligibility. I am aware that the EMD will not be released as long as I do the business with BHEL or \_\_\_\_\_before \*. which ever is later. I am aware that the EMD can't be converted into Security Deposit or it will not carry any interest. In case if I become lowest agency, I will pay security deposit separately and I will not ask for conversion into Security Deposit. In case of refusal to accept the offer after becoming lowest agency, I hereby authorise to forfeit the total money deposited under one time EMD.

In view of the above, I may be permitted to pay one time EMD of ₹ 1.00/2.00 Lakhs and quote for the works costing **₹ 2.00 Lakhs to ₹ 50.00 Lakhs/₹ 2.00 Lakhs to ₹ 100.00 Lakhs and above** each in the above divisions.

Thank you

Yours faithfully,

Signature of the contractor with seal.

- \*Note: (1) Under ONE TIME EMD exempted from payment of EMD with each tender of work costing as above.  
(2) The One time EMD shall be kept with BHEL for minimum period of one year.  
(3) The agencies not having **One time EMD** Certificate are advised to obtain the certificate well in advance i.e., two days before the due date of opening of tenders.

**Signature and Seal of the Contractor**



**BHARAT HEAVY ELECTRICALS LIMITED**

RAMACHANDRAPURAM :: HYDERABAD-32

**TENDER NOTICE****No.: HY/FCD/OT-06/2013-14 Dated: 27.07.2013 Item No. 1**

Sealed Tenders will be received by the AGM, Factory Civil, Bharat Heavy Electricals Limited Ramachandrapuram, Hyderabad-32 at Vendor complex up to **11.00** hours on **23.08.2013** for the work of **"Shifting, erection and commissioning of Fr.9E, Fr.5 and Fr.6 GT Ducting in GT Complex Test Plant (Mechanical work)"**. Ramachandrapuram, Hyderabad-32. A.P. Tenders will be opened by the Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32, on the same date at 13.15 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 CPWD/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 **0900 Hrs and 1400 Hrs** in the office for Tender forms and other particulars regarding the proposed work can be obtained on any working day from **05.08.2013** to **22.08.2013 (between 0900 hours and 1400 hours)** on payment of the prescribed sum of **₹ 500/-** per set as non-refundable (**₹ 250/-** if downloaded from web). On tender opening day also the agencies can down load the tender documents from BHEL web site till the receipt of tenders.

1. Tenders must be submitted in sealed covers and should be addressed to The AGM/Projects & Factory Civil, 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

**Signature and Seal of the Contractor**

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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 its corporate existence.

2. Each tenderer must pay as Earnest Money, a sum of **₹ 1,50,000/-** 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 forms

**One time EMD/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).

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 AGM/Factory Civil on the dates fixed by written information to him. He shall forth with upon intimation being given to him by the AGM/Factory Civil 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.

The contractors who are having **One time EMD** certificate shall **submit copy of the certificate** towards exemption for payment of EMD for the work. One time EMD will not be adjusted towards Security Deposit.

Contd.....3

**Signature and Seal of the Contractor**

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3. EMD by the Tenderer will be forfeited as per Tender Document if.
  - i) After opening the tender, 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 AGM/Factory Civil reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
- 7a 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.
- 7b The offer shall be valid for a period of **120 days + period of completion** from the date of opening of the tender.

**Signature and Seal of the Contractor**

**SPECIAL CONDITIONS PERTAINING TO THE WORK OF "ERECTION OF EXHAUSTS  
DUCTING OF FR.9E, FR.5, FR.6 AND INLET DUCTING OF FR.9E IN GT TEST PALNT.**

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1. The work has to be executed in BHEL factory premises at the site allocated for this purpose. Water and electricity will be made available from the nearest source at free of cost. The contractor has to make his own arrangement for extension of supply.
2. The agency should carefully follow the enclosed drawings and understand the actual scope of work before submitting the offer.
3. The scope of work is indicated in the schedule itself . Any miscellaneous item which is not specifically appearing in the schedule for erection and commissioning is deemed to be included in the total tender value itself. For such things no additional cost is allowed.
4. The contractor has to arrange for the transportation of materials at their cost. Stacking of materials and all other associated activities shall be attended by the contractor himself including loading and unloading etc. All lifting tools, tackles are in the scope of contractor.
5. The agency should arrange outside mobile cranes at their cost for both material handling & erection works. ( Derrick can not be used for lifting & erection of works).
6. The contractor should supply and arrange for himself welding generator/ transformer and other welding and cutting equipment and other auxiliary equipments including gas hoses, regulators and executing the job as specified.
7. BHEL will provide required oxygen, LPG etc. as free of cost from time to time.
8. For painting purpose as indicated in the schedule, the contractor should make his own arrangements for paint brushes/spray gun with air hose as the case may be along with the necessary tools (only paint & compressed air at 4.00 Kg/cm<sup>2</sup> max. will be supplied by BHEL as free of cost).
9. Quantities specified in the tender schedule are approximate and may vary +/- 20%.
10. The contractor should arrange for effective supervision of the work by a qualified and experienced engineer to the entire satisfaction of BHEL in charge.
11. All other conditions are governed by BHEL general conditions of contracts.
12. At site the safety and security of men, materials and equipment will be the sole responsibility of contractor including that of BHEL within his scope/custody. The contractor should provide his workmen all safety equipment like safety belts, helmets, safety shoes, uniform, safety goggles etc. as per statutory requirements and use safety net & other safety gadgets etc.

Contd..2

**Signature and Seal of the Contractor**

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13. The entire job should be given a performance guarantee of 12 months from the date of commissioning and handing over to BHEL.
14. During vacuum testing, the agency has to rectify for the manufacture / fabrication defects at their cost and the testing is to be repeated till satisfactory results are attained.
15. Health, safety and environment : All environment and safety aspects shall comply with AP factories Rules 1950 with up to date amendments.
16. Contractor shall comply all statutory rules for material handling equipments which are likely to be used during the material handling & erection works.
17. Test Certificates / Calibration Certificates for the mobile crane / material handling equipments issued by competent person authorized by Factory inspectorate of AP should be submitted before the start of work.
18. To ensure various tools & tackles i.e. Pulleys,'D' shackles, clamps, wire ropes, anchor ropes etc. shall be possessing relevant certificates from competent person.
19. To obtain all relevant work permits for safety from our safety Department.
20. **Erection of all the ducts has to be carried out by a single agency only.**

**Signature and Seal of the Contractor**



**GENERAL CONDITIONS APPLICABLE TO ELECTRICAL & MECHANICAL WORKS CONTRACTS.**

Following are the "General conditions applicable to Electrical & Mechanical Works Contracts". Contractors shall be basically bound by the clauses mentioned herein. However, contractors shall also be bound by such of the clauses mentioned in General conditions of contract for supply, supervision, erection of equipment and electrical installations annexed with this, which are not incorporated in the first said general conditions and which are applicable to Work Contracts.

1. Before submitting the tender, the tenderer shall be deemed to have carefully examined the tender documents (specifications, general conditions) and have satisfied himself by actual inspection of the site of the work and also conditions liable to be encountered during the execution of works are taken into account and the rates quoted are adequate and also inclusive.
2. Should a tenderer find discrepancies in or omissions from the drawings or any of the tender documents or should be in doubt as to their meaning should at once obtain the clarification from the accepting authority. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be noticed and shall make no subsequent claim or account thereof.
3. Words imparting the singular number shall also include the plural and vice-versa where the context requires.
4. Before submitting the tender, tenderers should sign on each and every page of the tender documents including drawings.
5. **POWER TO VARY OR OMIT WORK:** The tenderer shall quote his rates in Percentage basis ( %) at excess or less or on par with estimated value with reference to items of the schedule. In case of any difference in words and figures the percentage given in words will be considered for comparison and for awarding the work. **The tenderer should quote the item rates inclusive of all taxes ( except VAT and Service Tax which will be reimbursed on submission of valid documents ) and duties levied by State / Central / Other Government Organizations as well as Local Authorities as applicable and should submit proper document evidencing the payment of applicable Tax / Duty. based on which BHEL can avail Credit. Otherwise the payment to the contractor will be reduced to that extent.** While quoting the rates, tenderers are advised to take care of market fluctuation during the period of validity of contract. No claim shall be entertained on account of any extra expenditure. The quantities indicated in the Schedule are approximate and the Contractor must be prepared to execute the job for increase/decrease of quantities, Company shall pay/deduct from Contract at the rates mentioned in the scheduled enclosed with Letter of Intent. Minimum quantities are not guaranteed against any item of the schedule. Where an item or items are not appearing in the tender schedule and where the rates are not given in the schedule, they shall be settled by the BHEL and Contractor jointly.
6. Any erasures and or alterations in the tender documents must be attested by the tenderer, otherwise the tender is liable for rejection.

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ACCEPTING AUTHORITY

**Signature and Seal of the Contractor**

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7. If the tenderer furnished wrong information for the acceptance of the tender, the BHEL reserves the right to reject such an offer/tender and or cancel the contract at any stage of work.
8. The tenderers shall keep the offer for a period of 120 days from the date of opening the tender within which period, if the contractor revokes his offer or increase the prices, the offer is liable for rejection by forfeiting the Earnest Money Deposit.
9. If the tenderer expires after the submission of his tender or after acceptance of this, the BHEL shall deem such tender as cancelled. If a partner of the firm expires, after the submission of their tender or after the acceptance of their tender, the BHEL shall deem such tenders as cancelled unless the firm retains its character.
10. Tenderers are advised to note incase of negotiations, such negotiations shall not amount to cancellation of original offer. The original offer however shall be binding till the expiry of the validity period.

11. **TERMS OF PAYMENTS**

Subject to any recoveries or deduction, which the Company may be entitled or authorised to make under this contract or otherwise the Company will pay: -

- a) 75% of the value of non- perishable materials as Secured Advance after Storing the required materials on site and certified by the Engineer incharge against INDEMINITY BOND in the prescribed proforma.
  - b) 100% of the value of the portion of work completed in all respects of any of the items of the Scheduled on progressive execution.
  - c) Amount of the extent of 10%of the agreed rate against each items of the schedule will be deducted towards testing and commissioning wherever necessary and the same will be paid after actual handing over the Installation duly tested and commissioned.
12. This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be adjusted as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract
- EMD of the tenderer will be forfeited by BHEL if
- i. After opening the tender / price bid the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii. The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.

The successful tenderer has to execute an agreement in the prescribed proforma on a non-judicial stamp paper worth applicable as per value of contract and the expenses of completing the agreement shall be borne by the Contractor. Copy of the Agreement will be given to the Contractor after its approval by the Accepting Department of BHEL.

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ACCEPTING AUTHORITY

**Signature and Seal of the Contractor**

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14. The successful tenderer at the time of executing the agreement is required to produce the following:
- Income tax clearance certificate or a sworn affidavit duly countersigned by the income Tax Authority.
  - Affidavit or Partnership Deed or Memorandum and Articles of Association.
  - Power of attorney.

#### **SECURITY DEPOSIT**

- 15.1 Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

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

Before commencement of work, the contractor has to deposit the Security Deposit.

- 15.2 Security Deposit may be furnished in any one of the following forms:

- Cash (as permissible under the income Tax Act).
- Pay Order, Demand Draft in favour of BHEL.
- Local cheques of Scheduled banks, subject to realization.
- Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the Security and duly pledged in favour of BHEL and discharged on the back).
- Bank Guarantee from Nationalized Banks, BHEL Consortium Bank Scheduled Banks. The Bank Guarantee format should have the approval of BHEL.
- 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.
- Security Deposit will also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% will be recovered from the running bill.
- EMD of the successful tenderer will be converted and adjusted against the Security Deposit.
- The Security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl.No.(iv) and (vi) will be subject 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. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

- 15.3 Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be Responsible for any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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ACCEPTING AUTHORITY

**Signature and Seal of the Contractor**

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15.4 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or from any sums which may be due or may become due to BHEL and in the event of this Security Deposit being deducted by reason of such deductions as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced. If the contractor fails to execute the contract either fully or partially or violates the contract conditions leading to cancellation of the contract, the security deposit will be forfeited.

16. The work so far as it is to be carried out in the Company's premises shall be carried out at such time as the Company may approve and so as not to interfere with the conduct of Company's business, but the Company shall given the contractor all reasonable facilities for carrying out the work.

17. **PROGRAMME OF WORKING:**

The Contractor at the time of executing the agreement shall submit the programme of working i.e. procurement of materials (date of placing the order, expected date of arrival of material) and executing with the date of commissioning and probable date of completion.

18. **RISK PURCHASE:**

In case Contractor/Supplier withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by Contractor/Supplier and cancel the *Work Order/Purchase Order*. BHEL reserves the right, without any prejudice, to get the work done/procure material through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor/supplier and if price is lower, no benefit on this account will be passed on to Contractor/Supplier.

If the Contractor fails to commence the work as stipulated in the agreement and or if the progress of work is not satisfactory the agreement is liable for cancellation after informing the Contractor by forfeiting the Security Deposit. The job will be executed by another agency and the excess cost involved in getting the job executed either by another Contractor or departmentally is liable for recovery from payment that are due to the Contractor in connection with the same work or any other work or by recourse to legal action .

**RECOVERY FROM CONTRACTOR:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

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ACCEPTING AUTHORITY

Signature and Seal of the Contractor

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**19. TIME OF COMPLETION & EXTENSION OF TIME:**

The work shall be completed in all respects and handed over, with in time stipulated in the agreement. Extension of time shall be allowed without any penalty in case of the progress of work gets delayed by any act of BHEL or by any other contractor employees by BHEL or any reasons beyond our control which BHEL feels justified. No extension of time shall be allowed unless as an applications made in writing by the Contractor in the prescribed proforma.

**19.1 PENALTY.**

If the Contractor fails to execute the job within the specified period as per the agreement or any extension of time thereof, he shall be liable for unconditional penalty at ½% of the Contract value per week of delay or part thereof subject to maximum to 10% of the total value of the finished contract amount and without prejudice to any other relief or compensation under any other conditions of contract.

**20. CANCELLATION / TERMINATION CONDITIONS****a) CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued /shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall,

- i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- ii) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- iii) Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**b) CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

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ACCEPTING AUTHORITY

**Signature and Seal of the Contractor**

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If the Contractor,

- i) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors
- OR
- ii) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,
- OR
- iii) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .
- iv) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by competent authority which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by COMPETENT AUTHORITY ,or the same shall be recovered from the Contractor by other means.
- v) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the competent authority, whose decision shall be final and conclusive.

**c) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT**

If the Contractor,

- i) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL.;
- ii) Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;

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**Signature and Seal of the Contractor**

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- iii) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by COMPETENT AUTHORITY, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by competent authority or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the COMPETENT AUTHORITY, whose decision shall be final and conclusive.

**d) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

21. The Contractor shall ensure adherence to all the Statutory requirements under the Central/State Rules in respect of Service conditions for the employment of Contract Labour including those contained in Labour Commissioner's Notification No.D1/8385/79. Any violation in respect of observance of Statutory requirements under the Contract Labour (Regulation Abolition) Act, 1970 will make the Agreement liable for immediate termination.
22. CO-OPERATION WITH OTHER CONTRACTORS:  
The Contractor shall co-operate with the Company's other Contractors in order to execute the job in an economical and efficient way in fulfilling the contractual obligation.
23. POSSESSION PRIOR TO COMPLETIONS :  
The Company shall have the right to take possession of any partially or fully completed part of the work. Such possession shall not be deemed to be acceptance of any work not in accordance with the Contract.
24. Electrical Works shall be executed in accordance with the requirements of Indian Electricity Act, 1937 Rules with all statutory modifications thereof to date and as per relevant Indian Standard specifications amended upto date.
25. The Contractor is not permitted to sub-contract the work without the prior permission of competent authority of BHEL. Even in such cases where the sub-contract is permitted, the whole responsibility of executing the work as per agreement lies with the contractor who entered into the agreement.

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ACCEPTING AUTHORITY

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**Signature and Seal of the Contractor**

26. The work shall be maintained for a period 6/12 month ( or as per NIT ) from the date of satisfactory completion, testing and handing over the complete installation by the contractor and he shall make good for any defects, faults and imperfection (which may appear) at his own cost.
27. In case where the work is to be subjected for inspection of the electrical inspector, the contractor should be present at the time of inspection and or any defects pointed out by the Electrical Inspector should be rectified by the contractor at free of cost.
28. Final layout as well as foundation drawings should be submitted in advance for execution of Civil works.
29. **SAFETY MEASURES:**  
Contractors are advised to issue all necessary safety equipments to workers and see that they are properly used by them. Contractors are advised to follow all necessary safety precaution such as providing sign boards and touching the installation with prior permission of the competent authority.  
All sorts of safety measures to be taken shall be deemed to form an integral part of agreement.
30. **INSPECTION & TESTING AT CONTRACTOR'S PREMISES:**  
The Engineer incharge of the work or his authorised representative shall have all reasonable times access to the Contractor's premises or works. In case of work being executed at other premises, the Contractor shall obtain the permission for inspection of the same by the Engineer incharge of work as if the work is being executed at the Contractor's own premises.
31. In respect of materials supplied by the Contractor for which any guarantee has been given by the manufacturer for a period more than the maintenance, period for which the contractor is responsible, the Company shall be entitled to such guarantee and the same shall have to be transferred by the Contractor to the Company. All minor jobs whether specified separately or not in the specifications but required for efficient working shall be executed by the contractor with prices quoted.
32. **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 Department / Unit. The award of the arbitrator shall be final and binding on both the Parties.

The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

Work under the Contract shall be continued by the Contractor during the arbitration proceeding unless otherwise directed in writing by the Company or unless the matter is such that the Works cannot possible to be continued until the decision of the arbitrators of the Umpire as the case may be is obtained and save has those which are otherwise expressly provided in the Contract no payment due or

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- payable by the Company shall be withheld on account of such arbitration proceeding unless it is the subject matters thereof.
33. That the said contractor has agreed to perform the said work according to the latest Indian Electricity Act & Rules as amended from time to time, the code of practice etc., for electrical wiring, the fitting in buildings Indian Standard IS: 732/1963 as amended upto date and such other conditions as contained in all the specification contained in the contract documents.
  34. That all charges on account of octroi, terminal or Sales tax both State & Central and any other rate or charges imposed by any Government or Local Authority on the materials obtained for or in respect of the execution of the said work shall be borne by the Contractor.

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**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 Addl. Gen. Manager/Fy. Civil 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.

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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 AGM (Fy. Civil) having jurisdiction for the time being over the work, herein-after called AGM (Fy. Civil) 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.

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**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 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 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

**Signature and Seal of the Contractor**

**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 its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
  
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time.

I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed thereunder with subsequent revisions if any.

Date \_\_\_\_\_

SIGNATURE OF CONTRACTOR(S)

**Signature and Seal of the Contractor**



**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. Whenever the agency carrying out work at heights (above 2M from ground level), the agency shall obtain height permission from safety and relevant authorities.
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.

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**ANNEXURE - C****CONTRACTOR'S OBLIGATIONS****I) CONTRACTURAL:**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 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 appointment 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/misbehaviour by any employee, the contractor shall 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.

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- 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. Wherever 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 equipments 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, equipments 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 as 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, 1971, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- i. Form XIII - Register of workmen employed by contractor (Rule 75)
- ii. Form XIV - Employment card issued by contractor (Rule 76).
- iii. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- iv. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- v. Form XVIII - Register of wages - cum Muster Roll (in case of weekly payment).
- vi. Form XIX - Wage slip (Rule 78 (b)).
- vii. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii))
- viii. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- ix. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- x. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- xi. 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

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- 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 disbursement. These records need to be preserved for a period of at least 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.

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- 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 holidays 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. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.

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## **GENERAL TERMS AND CONDITIONS**

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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 / anomaly 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 decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the Contractor.
5. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court.
6. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
7. 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.
8. 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 Competent Authority/Personnel.
9. 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/central Labour Department as applicable.
10. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.

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11. 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.
12. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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,

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19. 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.
20. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act 1923 by the contractor, 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.
21. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
22. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
23. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
24. 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 confirm to the provisions of the said act in regard to such accident.
25. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
26. 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.
27. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
28. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.

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29. The contractor shall provide the required safety equipment labours engaged by him.
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.
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.
34. 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 or delete the quantity of any class or portion of the work as deems necessary.
35. 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.
36. 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.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. 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.
39. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.

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40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. Any electric power required for contractors 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 there on shall be recovered from the contractor.
47. The contractor shall confirm 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.

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48. 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.
49. 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.
50. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the security deposit shall be forfeited and same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's pending bills.
51. 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.
52. 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.
53. 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.
54. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
55. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
56. 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.
57. Wherever, BHEL/COMPANY standards are mentioned, same shall be strictly followed.
58. 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.

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**LIST OF SAFETY PRECAUTIONS TO BE OBSERVED BY THE CONTRACTOR**

The Contractor shall take all necessary Safety precautions and arrange for appropriate appliance as per direction of BHEL to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.

The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.

- I. Safety Helmets conforming to IS: 2925, 1984
- II. Safety Belts conforming to IS: 3521, 1983
- III. Safety shoes conforming to IS: 14544, 1998
- IV. Eye & Face protection devices conforming to IS: 1179, 1967
- V. Hand & body protection devices conforming to IS:2573-1975; IS: 6994-1973 and IS: 8520-1978, IS: 578-1985 and IS: 6694.

The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24Volts (DC).

All portable electric tools, used by the Contractor shall have safe plugging system to sources of Power and be appropriately earthed.

All tools, tackles, lifting appliances, scaffolds, cradles, safety nets, ladders, equipment etc. issued by the contractor shall be safe design and construction. The authorized BHEL officials shall have the right to ban the use of any item, if such use is considered to be dangerous by the concerned BHEL officials.

If the Contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carryout instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

The contractor shall take necessary fire safety precautions as per directions of the authorized BHEL official.

In case of a fatal or disabling injury accident to any person due to lapses by the Contractor, BHEL shall have the right to impose appropriate financial penalty on the Contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty, appropriate enquiry shall be held by BHEL.

In case of any damage to property due to lapses by the Contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the Contractor, BHEL shall have the right to recover cost of such delay from the payments due to the Contractor after notifying the contractor suitably.

If the Contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so. BHEL shall have the right to terminate the contract and get the job completed at the risk and cost of contractor.

**Signature and Seal of the Contractor**

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

Daily wage rate is exclusive of Holiday and Leave Wage.

Wage rates as on date i.e. 01.04.2013

U S W : ₹ 377.65 per day Inclusive of weekly off.  
S S W : ₹ 413.30 " "  
S W : ₹ 448.42 " "

i) Leaves and Holidays

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

ii) P F and E S I contributions wages

PF @ 13.61 % inclusive of administrative charges @1.61% and ESI @ 4.75% of basic wages should be contributed by the contractor on above daily wages and payment of Minimum Bonus under the Bonus Act 1965.

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

**ISSUING/ACCEPTING AUTHORITY**

**Signature and Seal of the Contractor**

**Note:**

1. The quantities are shown above are approximate and liable for variation.
2. All BHEL General Conditions of the Contract shall be applicable.
3. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
4. The agency should **affix his signature at the end of each page of the document with Rubber Seal**
5. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges, inclusive of all taxes and duties mentioned in the General Conditions of the Contract, unless otherwise specified.
6. The department reserves the right to spilt and ward the work to more than one agency.
7. The contractor should follow all the safety precautions while executing the work.
8. The contractor or his authorised representative shall be always present at the work site.
9. The contractor shall submit the daily progress report to the Engineer-in-charge.
10. The contractor should engage labours who should not be less than 18 (eighteen) years age.
11. 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.
12. All the materials brought inside are to be entered at CISF gates and supplied to site by contractor for using in works.

ACCEPTING AUTHORITY.

**Signature and Seal of the Contractor**

**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 confirm 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 AGM (Fy. Civil) 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. In case of any difference between agreement wording and detailed drawings the interpretation of the AGM (Fy. Civil) shall be final and binding on the contractor.
8. The final acceptance of work in all items is subject proper behavior after testing regardless of whether the items are paid for or not.
9. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory post performance in the execution of an earlier contract.
- 10.If any agency produced fake certificates for experience etc. the agency will be banned from business dealings as per BHEL works policy.**
- 11.All correspondence will be communicated to agency though e-mail and the agencies are requested to see the e-mails regularly to update the correspondence.**
- 12.All the copies of certificates enclosed shall be attested by the contractor with seal.**

**Signature and Seal of the Contractor**