

**Should be kept in a separate cover****ANNEXURE – I****PULVERISERS DIVISION****TECHNO COMMERCIAL BID**

**NAME OF THE WORK** : **Material handling, Cleaning, House keeping and M &S activities in Pulverisers division.**

**TENDER NOTICE NO & DATE** : **HY/PULV/WC/MH/TN/2013-14, Date: 26.03.2013**

**Cost of the Tender Document:** ₹ 600/- (Rupees Six hundreds only).

The tender documents can be obtained from office of Sr.Manager / Production (PULVERISES) by paying the amount at Cash Office, BHEL, Ramachandrapuram, Hyderabad-32 or can be downloaded from BHEL website [www.bhel.com](http://www.bhel.com). In case the tender documents are downloaded from the website, the DD for Rs.600/- from any approved scheduled bank or original cash receipt from BHEL, Ramachandrapuram, Hyderabad shall be enclosed to the Techno commercial bid i.e. Annexure I & II. No other mode of payment is acceptable.

**EMD (Earnest Money Deposit):** ₹ 2,00,000/- (Rupees Two lakhs only).

EMD shall be paid at BHEL Cash Office, R.C. Puram, Hyderabad-32 or by way of Demand Draft / Bankers Cheque drawn in the name of M/S “Bharat Heavy Electricals Limited” payable at Hyderabad and the same shall be enclosed to the Techno commercial bid. No other means of EMD payment will be accepted.

One time EMD ( Lumpsum amount ₹ 2.00 Lakhs) for exemption from payment of EMD with each tender costing more than ₹100.00 Lakhs will be permitted to the bidders who are intended to pay ₹ 2.00 Lakhs as lump sum amount by obtaining Certificate in advance i.e before due date of tender opening from BHEL.

**SUBMISSION OF TENDER:**

- a) **The tender shall be submitted before the due date and time. The tenders may also be submitted by registered post with acknowledgement due so as to reach BHEL on or before due date of tender opening to the office of AGM/Production (Pulverisers) or may be dropped by the tenderer in the tender box provided at VENDOR COMPLEX, B.H.E.L, R.C.Puram, Hyderabad – 32.**
- b) The technical offer shall be opened first, evaluated and then **Reverse Auction (RA)**, of technically and commercially acceptable bidders shall be carried out. In case RA rules are not fruitful, BHEL reserves the right to resort to normal tendering procedure for finalization of the Contract by opening the sealed price bids submitted by the tenderers at **VENDOR COMPLEX**, B.H.E.L., Ramachandrapuram, Hyderabad – 32 with prior intimation to the qualified tenderers.

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**Prequalification Requirements:**

Copies of the following documents are to be enclosed necessarily with techno commercial bid, failing which the offer shall be considered as incomplete and will be rejected. No correspondence will be done on this matter after opening of the bid(s).

1. Copy of valid Labour License obtained from Central Labour Commission or Government authorities. In case it expired, proof of having applied for renewal should be submitted along with the technical bid.
2. PF & ESI Code with proof of allotment.
3. PAN No & Income Tax declaration - acknowledgment copy for the last three year.
4. Average annual 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.
5. Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited shall be either of the following
  - A) Three similar completed works, each work costing not less than the amount equal to 40% of the estimated cost.
  - Or
  - B) Two similar completed works, each work costing not less than the amount equal to 50% of the estimated cost.
  - Or
  - C) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
6. For the purpose of experience, successful similar work completion certificates should be enclosed (**Works Awardal copy or LOI will not be considered**).
7. APGST/TIN no (in case not available Proof of having applied with acknowledgement from concerned authorities).
8. VAT registration certificate & Service tax registration no: (in case not available, proof of having applied with acknowledgement from concerned authorities).

The Original Certificates of all the above documents will be verified on the date of Technical Bid opening.

**TERMS AND CONDITIONS:**

- 1) The contract is in line with model contract, works policy 2008 (if any clarification required, contact contract executing officer).
- 2) The tenderers must sign on all the pages of tender documents, including the NIT, which forms part of tender document.
- 3) BHEL reserves the right to reject offers on the ground of Backing out or Non-performance or Poor performance by the tenderers in the execution of an earlier contract.
- 4) Contractor shall follow general instructions and obligations of the contracts as prescribed.
- 5) The contractor shall pay **Bonus @20% (Rs.3500x12x20% /302)** to contract work force engaged by him.
- 6) Contractor shall follows IR circular issued time to time towards Bonus paid to worksmen engaged by him.
- 7) **Increase in rate of DA / Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike and quote in the tender accordingly.**
- 8) Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.

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- 9) Contractor shall provide uniform and personal safety equipment like safety shoe, helmets, goggles, hand gloves for his workers before commencement of work.
- 10) The contractor is wholly responsible for any loss of life or partial disability of any of his/her employees while on work.
- 11) In case of occurrence of any accident/ injury of contractor's staff, BHEL shall not pay any compensation while they are on duty and contractor has to take care of the same under statutory obligation.
- 12) Upon Awardal of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
- 13) **The contractor shall ensure payment of minimum wages to his Labour as per minimum wages act for the Labour engaged in BHEL, Refer HR circulars issued by BHEL time to time in-line with Govt. notification for the Unit Rates existing in BHEL. Any revision of daily wages rate as per Government/G.O. shall be born by contractor only and the arrears must be paid immediately to his labour. BHEL will not pay the same. Contractor should make remittances towards PF, ESI as per applicable rules.**
- 14) Last date for issue to tender documents by Post is seven clear working days earlier to the closing date. **BHEL will not be responsible for any postal delay.**
- 15) Contractor or his authorised representative has to co-ordinate with the Contract Executing Officer for all the works mentioned in the contract.
- 16) BHEL reserves the right to modify/ change the specification any time before the price bid is opened.
- 17) The Contractor should arrange proper Supervision of work. Supervision during the execution of contract is in the scope of contractor.
- 18) The Agency shall quote firm rates considering all possible escalation during the execution of the contract.
- 19) Agency should deploy all the resources as required for the smooth running of the contract.
- 20) All documents (including BHEL Terms & Conditions) submitted for Techno Commercial bid is to be signed by contractor without which they will be rejected.
- 21) Any changes in Tender Notice or Extension of Tender dates will not be published in the News papers. The same can be read from BHEL Web site [www.bhel.com](http://www.bhel.com).
- 22) **Payment to the workers by Contractor to be made on or before 7th day of every month without fail through their common Bank accounts, otherwise suitable action shall be taken at Contractor's risk and cost.**
- 23) Contractor has to issue wage slips to the workers before paying wages, maintain attendance, wage register and muster roll of his employees.
- 24) The quantities mentioned in the agreement schedule are worked out from the relevant data in the company and may or may not be the actual required for execution.
- 25) BHEL does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.

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- 26) The quoted rates shall be valid for a period of one year from the date of awardal & may be extended for one more year depending upon requirement and performance of the Contractor.
- 27) **If there is a delay in execution of work or denial, the work shall be awarded to another Contractor on “RISK PURCHASE BASIS “and the extra cost incurred shall be recovered from the Contractor.**
- 28) If any information furnished by the tenderer is found false at a later stage, the tenderer shall be **Black listed** and the existing agreement and contract will also be cancelled at the risk and cost of the Contractor.
- 29) B.H.E.L reserves the right to short close the contract within a period of 1 year any time in the event of bad performance of the contractor or any other reasons detrimental to the interests of BHEL.
- 30) **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.**
- 31) The tenderer shall not include any additional conditions / alter conditions either in techno-commercial bid or price bid.
- 32) The contractor should not engage labours who are less-than 18 years and more-than 60 years of age.
- 33) Contract to be closed in all respects including final measurement recording in M-Book and submitting the bills with in two (2) months from the completion time as mentioned in the tender or approved date of completion which ever is later.
- 34) **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 are indicated below. BHEL reserves the right to reject such offers, In case any tenderer refuses to participate in Reverse Auction process.

**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.

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- vii) Reverse auction will be conducted on a scheduled date & time (intimated later).
- 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 Final on-line bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite disqualification of tenderers to conduct business with BHEL as per prevailing procedure.**
- xi) In case RA results are not fruitful, BHEL reserves the right to resort to normal tendering procedure for finalisation of the contract by opening the sealed price bids submitted by the tenderers.

**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.**

- 35) **BHEL reserves the right to negotiate with the lowest bidder/Successful bidder in R.A.**

#### **FINANCIAL TERMS AND CONDITIONS:**

1. **The Prices quoted must be firm and should be inclusive of Bonus, DA and all statutory payments etc. w. r. to relevant acts except Service Tax subject to submission of documentary evidence, so that BHEL can claim Cenvat credit from Govt.**
2. Monthly payments will be arranged on acceptance of the items supplied /work completed.
3. All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
4. The Techno commercial bid without cost of tender documents and EMD will be rejected.
5. Penalty: If required tonnage is not achieved during any month, amount applicable for 5% of required tonnage will be deducted towards penalty. Penalty shall not be applicable if BHEL will not provide work on that month.

**Annexure- II**

**TENDER NOTICE NO & DATE : HY/PULV/WC/MH/TN/2013-14,  
GENERAL TERMS AND CONDITIONS**

**Date: 26.03.2013**

1. Contractor shall fully comply with the following (General Terms and conditions) and special instructions / enactments:
  - (a) Contract Labour (R & A) Act, 1970 and rules formed there under in A.P.
  - (b) Wage Rates not less than that notified by State Labour Department /from time to time.
  - (c) Payment of Wages Act 1936
  - (d) ESI Act, 1948.
  - (e) EPF Act, 1952
  - (f) Payment of Bonus Act, 1965
  - (g) Workmen's Compensation Act, 1923.
  - (h) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
2. The contractor shall obtain License from the Competent Authority if he engages 5 (Five) or more workmen.
3. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
  - (a) Form XII - Register of contractors
  - (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - (c) Form XIV - Employment card issued by contractor (rule 76)
  - (d) Form XVI - Muster Roll (Rule 78(1) (a) (i))
  - (e) Form XVII - Register of Wages (Rule 78(1) (a) (i))
  - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)  
- Wage Slip (Rule 78) (b)
  - (h) Form XX - Register of deduction for damages of loss (Rule (78)1) (a) (ii)**
  - (i) Form XXI - Register of files (Rule 78) (1) (a) (ii)
  - (j) Form XXII - Register of advance (Rule 78)(1) (a) (ii)
  - (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
  - (l) Form XXIV - Return 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.

4. The contractor shall observe
  - (a) Weekly rest day.
  - (b) BHEL List of Holidays.
5. 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 /HR section through the contract executing officers before commencement of the work. Contractor shall maintain appropriate records of his employees deployed to carry out the jobs.
6. The contractor shall ensure that entry and exit of Labour shall be as per the procedure laid down by the BHEL / HR department. Entry permits of the Labourers are to be issued by the contractor with contractors monogram.
7. Every contractor shall submit a notice regarding commencement and completion of work in Form- VI A & B (Rule 25 (viii) & 81 (3) to personnel department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
8. The contractor shall make himself or his authorised representative available at the work spot everyday during execution of work, for effective supervision.

**Signature of contractor**

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9. The contractor shall attend to all inspections notified/conducted by the HR/Personnel department, Labour department, P.F authorities, Factory Inspections, ESI inspectors, or any other such authorities.
10. Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
11. 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 shall be deemed sufficient service there of upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
12. The Contractor must 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 nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
13. 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 him self.
14. Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the BHEL official.
15. The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. 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 BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
16. 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 permission.
17. 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 acts of omission and commission by his employees deployed by the contractor shall lie exclusively with him.
18. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify BHEL 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 there under.
19. In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act. VIII of 1923 whether by the contractor or by BHEL as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.

**Signature of contractor**

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20. Contractor shall observe provisions of factories act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done in second/third shift, overtime, Sundays or on other declared Holidays of BHEL without the written permission of officer in-charge.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments
22. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL official In charge of the work.
23. The contractor shall indemnify BHEL against all losses or damages sustained by BHEL 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 BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.
24. The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract Labour. The contractor shall get himself licensed from the state Labour Commissioner as a contractor in accordance with AP contract Labour (R&A) rules, 1971. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being licensed as a contractor under State Legislation and continuance of this agreement is subject to the sustained insurance of fulfilment to all statutory requirements including those contained in Labour Commissioner's notification No. D1/8385/79 in respect of employment conditions for contract Labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions/wages rates for contract Labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract Labour (Regulation & Abolition) Act, 1971 will make the agreement liable for immediate termination. Valid contract Labour license shall be produced to BHEL for verification before entering into the contract.
25. The contractor shall ensure abidance by all the Labour laws especially including contract Labour (R&A) Act1970, payment of wages Act1936, workmen's compensation Act923, minimum wages Act 1948, payment of Gratuity Act 1972, payment of Bonus act, 1965, ESI Act 1948and EPF&MP Act, 1952, Income Tax Act, Service Tax Act and all other applicable acts shall be complied with by the contractor.
26. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees including safety regulations issued time to time by the concerned authorities.
27. Contractor shall ensure payment of statutory of 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 shall be made available even after the contract is over for any verification by the statutory / BHEL authorities.
28. The contractor shall obtain a separate Provident Fund. Code for his establishment and ensure implementation of provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF &MP Act1952 to the RPFC. Contractor should have independent code numbers under EPF&MP Act1952 and ESI Act 1948 and shall cover his employees under the said code.

**Signature of contractor**

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29. Contractor shall ensure payment of ESI contribution under ESI Act and provide ESI membership no. / card of each employees.
30. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, pension, ESI contribution, administrative charges etc. Where ever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
31. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
32. Contractor shall be solely responsible for non-payment /delayed payment of wages/DA contributions under EPF &MP Act, ESI Act etc. 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. 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.
33. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor. Contractor to obtain insurance cover for his employees.
34. 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.
35. Over and above the daily wage rate, payment shall be made for leave with wages.
36. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of authorities' representative of contract operating division who shall record under the signature at the end of entries in the register of wages.
37. Contractor to obtain licence under CL(R&A) Act, 1970.
38. In case of any financial loss incurred by 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 of the extent of the loss incurred by the company.
39. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the Labour deployed by him.
40. Contractor shall issue "Employment Card" to all Labour and supervisors covered under the job work contract.
41. A copy of the agreement between contractor and his Labour shall be submitted to the personnel department.
42. **Safety Measures :**
  - a) The Contractor shall provide the required safety equipment like uniform, safety belt, shoe, hand gloves, to the contract labourers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.
  - b) Contractor has to obtain work permit for "working at heights wherever applicable.
  - c) Contractor shall provide safety appliances to all his labourers and maintain the same at his own cost which may be required under the statute or otherwise.

**Signature of contractor**

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43. **Earnest Money Deposit:**

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as per tender schedule.

**EMD by the Tenderer will be forfeited as per Tender Documents if**

- I. After opening the tender, 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. EMD shall not carry any interest.

44. **Security deposit:**

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

Up to ₹ 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

The security Deposit should be collected before start of the work by the contractor.

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

- i. Cash (as permissible under the Income Tax Act)
  - ii. Pay Order, Demand Draft in favour of BHEL.
  - iii. Local cheques of scheduled banks, subject to realization.
  - iv. Securities available from Post 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).
  - v. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
  - vi. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
  - viii. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
  - ix. The security deposit shall not carry any interest.
45. 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 authorized agents, who are entrusted with the work by contractor.
46. The quantities mentioned in the agreement schedule are worked out from the relevant data in the Company and may or may not be the actual required for execution.

**Signature of contractor**

**Addl.GM/PRODUCTION (PULV)**

47. The Company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
48. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official.
49. 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.
50. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
51. In the event of any question or dispute 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 this contract.
52. 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.
53. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
54. Disputes, grievances between the contractor and his Labour, will have to be settled by the Contractor only.
55. The Labour employed by the Contractor, if found in abetting any fellow Labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such laborers 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.
56. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
57. It shall be responsibility of contractor for the administration of the employees deployed for activities in BHEL R.C.Puram unit. The contractor shall be solely responsible for supervising the work allotted to him, and be carried by his employees.
58. The workmen deployed as above shall be in the pay rolls of the contracting agency firm and shall be physically and mentally fit and do not have criminal records.
59. The contracting agency shall have relevant labour license (Central Govt) and produce the same.
60. If required, workmen shall be deployed in two shifts on daily basis.
61. The employees deployed by the contractor shall wear neat & tidy uniform of approved design and proper shoes while on duty in BHEL R.C. .Puram, which shall be provided by the contractor.
62. The contracting agency shall ensure proper and polite behaviour of their employees in BHEL R.C.Puram premises.

**Signature of contractor**

**Addl.GM/PRODUCTION (PULV)**

63. The agency shall quote the firm rates considering all possible escalation during the currency of the contract.
64. The offer must be made by filling up the rates in the same prescribed format issued by BHEL and additional clauses or offers against any other different head will be make the offer liable for rejection.
65. Man power to be deployed and its supervision shall have the requisite skill and be in commensurate with the requirement of the job. Fulfilling the same to be ensured by the contractor during execution of the job to the satisfactory level and will also be responsible for maintaining the same during tenure of the contract.
66. All BHEL General Conditions of the contract shall be applicable.
67. The agency should affix his signature at the end of each page of the document.
68. The contractor or his authorised representative shall be always present at the work site.
69. The contractor shall submit the daily progress report to the Officer -in charge.
70. The contractor should engage labours who should not be less than 18 (eighteen) years age and more than 60 years.
71. Where there is difference in between quoted rates of figures and words, higher rate is taken for tender comparison, while awarding lower rate will be awarded.
72. 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 requirements, issued by IR section of Human Resource Department.
73. BHEL has the privacy of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractors.
74. In the event of completion/ termination/closure of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retirement compensation at his own cost.
75. Contractor shall indicate details of manpower to carryout the activities on their rolls.
76. Contractor /his authorised representative shall be available round the clock in the site take instructions from BHEL officer and get the job executed under supervision by himself/ his authorised people.
77. Contractor shall issue photo identity card s/employment card to his employees duly verified and attested by the contractor.
78. In case of employment of women for work by the contractor, contractor will have to discharge his obligations under relevant laws, Acts.
79. Rights and obligations of BHEL:
  - a) 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 obligation and rectify the deficiency/anomaly within specified time failing which BHEL reserves the right to impose the specified penalty (Units to specify the quantum of penalty in the contract) in the and/ or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

**Signature of contractor**

**Addl.GM/PRODUCTION (PULV)**

- b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason there of by giving 30days notice in writing to the contractor.
- c) The cancellation of contract may be either for whole or part of the contract at BHEL's position. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

80. Duration of the Contract:

Duration of the Contract i.e. date of start and date of completion needs to be specifically provided in the Contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.

81. Arbitration and Governing Law:

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 rules made Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy (Medak dist) courts.

82. Signature of the parties:

The contract needs to be executed on proper stamp paper to be purchased by the contractor (Stamp fee be ascertained as per the applicable rates in the concerned state). It should be signed with seal of the firm/ Company and witnessed.

**SPECIAL CONDITIONS**

Time is the essence of the contract and the specified time of completion is up to which will be reckoned from the date of commencement of work.

1. Penalty: If required tonnage is not achieved during any month, amount applicable for 5% of required tonnage will be deducted towards penalty. Penalty shall not be applicable if BHEL will not provide work on that month.
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. BHEL has reserved the right to deviate whether by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
4. The contractor shall employ physically strong persons for deploying for material handling. Contractor shall not engage persons with contagious disease/ illness for this work.

**Signature of contractor**

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5. The quantity mentioned in ANNEXURE - III of NIT is only indicative and subject to variation. The actual quantity may change depending upon the requirement of the product shops. The awarded Quantity may increase or decrease but the Contractor has to deploy the Specified manpower during the stipulated period, as mentioned in the tender notice.
6. Permissions for Labour shall be obtained in the prescribed formats.
7. Guidelines and statutory payments for Labour engaged.
8. The contractor shall ensure payment of minimum wages to his Labour as per minimum wages act for the Labour engaged in BHEL, Refer HR circulars issued by BHEL time to time in-line with Govt. notification for the Unit Rates existing in BHEL. Any revision of daily wages rate as per Government/G.O shall be born by contractor only and the arrears must be paid immediately to his labourers. BHEL will not pay the same. Contractor should make remittances towards PF, ESI as per applicable rules.
9. The Prices quoted must be firm and should be inclusive of bonus, DA and all statutory payments etc. w. r. to relevant acts except Service Tax & VAT which will be allowed extra subject to submission of documentary evidence, so that BHEL can claim Cenvat credit and VAT credit from Govt.
10. Contractor should follow general terms & conditions of BHEL in respect of job contract works including the revisions from time to time.
11. The above work is intermittent in nature and contract has to be completed within the stipulated period of one year as mentioned in tender notice.
12. Depending upon the day to day production requirement the operations are to be carried out in all 3 Shifts and Holidays. Contractor should note that no extra amount over and above the unit rate shall be paid by BHEL.
13. Contractor can assess the work content by contacting undersigned between 09.00 Hrs to 14.00 Hrs on all working days.
14. The Contractor should arrange proper Supervision. Supervision during the execution of contract is in the scope of contractor.
15. The Agency shall quote firm rates considering all possible escalation during the execution of the contract.
16. Monthly payments will be arranged on acceptance of the items supplied /work completed.
17. Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
18. Contractor shall provide uniform and personnel safety equipment like safety shoe, helmets, goggles, hand gloves for his staff before commencement of work.
19. The contractor is wholly responsible for any loss of life or partial disability of any of their employees while on work
20. In case of occurrence of any accident/ injury of contractor's staff, BHEL shall not pay any compensation while they are on duty and contractor has to take care of the same under statutory obligation.
21. The contractor shall pay Bonus to contract work force as per the HR/IR circular, BHEL, R.C.Puram - Hyderabad issued from time.

**Signature of contractor**

**Addl.GM/PRODUCTION (PULV)**

Should be kept in a separate cover**ANNEXURE-III****PULVERISERS DIVISIONS****PRICE BID**

**NAME OF THE WORK** : Material handling, Cleaning, House keeping and M&S activities in Pulverisers division.

**TENDER NOTICE NO & DATE** : HY/PULV/WC/MH/TN/2013-14, Date: 26.03.2013.

**SCHEDULE OF WORK:**

SI No.	Description of work	Total Quantity	Rate per Metric Ton	Total Amount
1.	Material handling, Cleaning, House keeping and M&S activities.	<b>32470 Metric Tons</b>	In figure: ₹	In figure: ₹
			In words: ₹	

**Total Amount** (in words): ₹ \_\_\_\_\_

Note:

- 1) Service tax paid extra on above amount.
- 2) As per BHEL experience one unit or one operation is equal to one USW Man-day.
- 3) **One unit or one Operation or One Man-day is considered as 1.5 Metric ton.**
- 4) The quantity mentioned above is only indicative and subject to variation. The actual Quantity may increase or decrease depending upon actual production requirements of Pulverisers division.
- 5) The tender evaluation is done based upon the lowest cost to B.H.E.L.

Signature of contractor

Addl.GM/PRODUCTION (PULV)