

**Should be kept in a separate cover****ANNEXURE – I****PULVERISERS DIVISION**  
**TECHNO COMMERCIAL BID****NAME OF THE WORK: Non- critical assembly operations of Pulverisers components.****TENDER NOTICE NO & DATE : HY/PULV/WC/NCA/TN/2013-14, Date: 17.07.2013.****Cost of the Tender Document: ₹ 600/- (₹ six hundred only).**

The tender documents can be obtained from the office of Sr. Manager / Production (Pulverisers) 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 Demand Draft for ₹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 will be acceptable.

**EMD (Earnest Money Deposit): ₹ 1, 00,000/- (₹ One lakh 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 as per the Norms of Current Works Policy of BHEL will also be accepted.

**Prequalification requirements:**

Copies of the following documents are to be enclosed necessarily along with the Techno-commercial bid.

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 before opening of price bid. The labour license should be for commensurate with the type of work (Mechanical/Fabrication/Piping).
2. PF & ESI Code with proof of allotment.
3. PAN No & Income Tax declaration - acknowledgment copy for the last three years.
4. Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
5. Experience of having successfully completed/executed similar works during the last 7 years ending the last day of month previous to the one in which tender is invited as mentioned below:
  - i) Three similar works each worth 40% of the estimated value of the Tender.
  - or,
  - ii) Two similar works each worth 50% of the estimated value of the Tender.
  - or,
  - iii) One similar works worth 80% of the estimated value of the Tender.
6. For the purpose of experience, successful similar work completion certificates should be enclosed **(Work Awardal/LOI copy will not be considered).**
7. Evidence of availability of qualified welders and fitters and facility (Welding rectifiers / Generators as indicated in the scope of the work).
8. APGST/TIN no (in case not available Proof of having applied with acknowledgement from concerned authorities).

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

**Note: Similar job means assembly works, which includes fitting and welding activities of precision machined components weighing around 15 Tons or more.**

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**TERMS AND CONDITIONS:**

1. The contract is in line with model contract, BHEL, works policy 2008 (if any clarification required, contact contract executing officer).
2. Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
3. Contractor shall provide uniform and personnel safety equipment like safety shoe, helmets, goggles, hand gloves for his staff before commencement of work.
4. The contractor is wholly responsible for any loss of life or partial disability of any of their employees while on work
5. 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.
6. 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.
7. BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
8. After the award of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
9. The contractor shall ensure payment of minimum wages to his Labourers as per minimum wages act for the Labourers engaged in BHEL and HR circulars issued by BHEL from 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 borne 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, including bonus and other allowances as agreed upon by BHEL as on date. Contractor to pay wages to his labourers through bank account if available.
10. Last date for issue of tender documents by post is seven clear working days earlier to the closing date. BHEL will not be responsible for any postal delay.
11. The contractor has to execute the work round the clock including Sunday and Holiday if required. No extra amount will be paid by BHEL for these days of working.
12. Contractor or his authorized representative has to coordinate with the Executing Officer for all the works mentioned in the contract.
13. BHEL reserve right to modify/ change the specification any time before the price bid is opened.
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. Agency should deploy all the resources as required for the smooth running of the contract.
17. All documents (including BHEL Terms & Conditions) submitted for Techno Commercial bids are to be signed by contractor without which they will be rejected.
18. 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).
19. The contractor shall submit the valid qualification record of Welder/ any special process operator before commencement of the contract. During the execution of work if there is any change in the above, the relevant qualification records (valid for all applicable types & positions) are to be resubmitted.
20. The quoted rates shall be valid for a period of one year from the date of award/LOI & may be extended for one more year depending upon requirement and performance of the Contractor.
21. 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.
22. 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.

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23. 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.
24. 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.

**FINANCIAL TERMS AND CONDITIONS:**

1. The Prices quoted must be firm and should be inclusive of bonus, DA and all statutory payments etc. With ref. to relevant acts except Service Tax which will be allowed extra subject to submission of documentary evidence.
2. Monthly payments will be arranged on acceptance of the items supplied /works completed, based on satisfactory completion of the work certified By Executives of Assymby and Quality control departments.
3. The Techno commercial bid without cost of tender documents and EMD will be rejected.
4. The quoted rate by the agency shall remain firm till the completion of contract. No extra claim, on account of increase in any component of due to issue of government notification from time to time or for whatever other reason may be, will be entertained by BHEL.
5. BHEL reserves the right to negotiate with Successful bidder (L1 bidder).
6. **Penalty:** Penalty will be deducted at the rate of 0.5 % percent of the contract Value per week or part thereof subject to maximum of 10% of the total contract value in case of delay by contractor. Penalty shall not be applicable if BHEL will not provide work.

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**Annexure- II****GENERAL TERMS AND CONDITIONS**

**(Tender Notice No.: HY/PULV/WC/ NCA/ TN/2013-14, Date: 17.07.2013)**

1. Contractor shall fully comply with the following (General Terms and conditions) and special conditions/instructions.
  - (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.
  - (d) ESI Act, 1948.
  - (e) EPF Act, 1952
  - (f) Workmen's Compensation Act, 1923.
  - (g) 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.
  - (g) Form XIX - 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 contract 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 Labour 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 authorized representative available at the work spot everyday during execution of work, for effective supervision.

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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. 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 himself.
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 without 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 money 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.
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 on second/third shift, overtime, Sundays or on other declared Holidays of BHEL without the written permission from the contract executing officer.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.

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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 fulfillment 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 Act1948, 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.
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.

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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 authority's 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 license 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, 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 shall provide safety appliances and maintain the same at his own cost which may be required under the statue or otherwise.
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:
- |                                   |  |
|-----------------------------------|--|
| Upto Rs. 10 Lakhs                 | 10%  |
| Above Rs. 10 Lakhs to Rs.50 Lakhs | 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs.     |
| Above Rs. 50 Lakhs                | Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs. |

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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. Whenever the term company is used it means BHEL.
  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 Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an un-worked 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 /repaired at the contractor's expenses.
  50. 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.
  51. 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 shall be final.
  52. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
  53. 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.
  54. 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.

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55. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
56. Disputes, grievances between the contractor and his Labour, will have to be settled by the Contractor only.
57. 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.
58. 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.
59. The contractor shall have relevant experience for execution of similar work and shall submit credential/relevant documents to that effect.
60. 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.
61. 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.
62. The contracting agency shall be responsible for all statutory obligations such as coverage of E.S.I, P.F, and APGST and Labour license, insurance etc.
63. The contracting agency shall have relevant labour license (Central Govt) and produce the same. The licence should be commensurate with the type of work.
64. 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.
65. The contracting agency shall ensure proper and polite behavior of their employees in BHEL R.C.Puram premises.
- 66. The agency shall quote the firm rates considering all possible escalation during the period of the contract.**
67. The contractor must fill 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.
68. Man power to be deployed should have requisite skill and be in commensurate with the requirement of the job as well as supervision of them. 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 currency of the contract.
69. All BHEL General Conditions of the contract shall be applicable.
70. The agency should affix his signature at the end of each page of the document.
71. The contractor or his authorized representative shall be always present at the work site.
72. The contractor shall submit the daily progress report to the Engineer- in –charge
73. The contractor should engage labours who should not be less than 18 (eighteen) years age.
74. 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.
75. BHEL has the privacy of the contract with 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 contractors.
76. 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.
77. Contractor shall indicate details of manpower to carry out the activities on their rolls.

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78. Contractor /his authorized representative shall be available round the clock in the site take instructions from BHEL engineer and get the job executed under supervision by himself/ his authorized people.
79. Contractor shall issue photo identity card s/employment card to his employees duly verified and attested by the contractor.
80. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
81. Material, equipment not covered in the scope of the contractor and other facilities like crane facility will be provided by BHEL free of cost.

**82. Towards Supply of tools, tackles and materials :**

Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.

83. Facilities like Cranes, electricity, compressed air will only be provided by BHEL. Raw material and consumables for carrying out the job will also be provided by BHEL.

**84. Towards Finance:**

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies, which might be applicable to this type of job.

**85. 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(Units to specify the 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.
- 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.

**81. 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. The Finalized Rate shall be valid for one year.

**82. 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

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under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts.

83. The contract needs to be executed on proper stamp paper to be purchased by the contractor (Stamp fees 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:**

1. 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.
2. **Penalty:** Penalty will be deducted at the rate of 0.5 % percent of the contract Value per week or part thereof subject to maximum of 10% of the total contract value in case of delay by contractor. Penalty shall not be applicable if BHEL will not provide work.
3. 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.
4. BHEL has reserved the right to deviate either by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
5. The contractor shall not employ women/ children.
6. Permissions for Labour shall be obtained in the prescribed formats.
7. Guidelines and statutory payments for Labour engaged.
8. Tender documents are not transferable.
9. Technical bid without EMD amount shall be rejected. No correspondence shall be considered. in this connection.
10. BHEL reserves the right to accept or reject the lowest or any other tender or reject all tenders without assigning any reasons.
11. Contractor should follow general terms & conditions of BHEL in respect of job-contract works including the revisions from time to time
12. Contractor can assess the work content by contacting undersigned between 09-.00 Hrs to 14.00 Hrs on all working days
13. Depending upon the day to day production requirement the operations may be carried out in all 3-shifts and holidays. Contractor should note that no extra amount over and above the quoted unit rate shall be paid by BHEL.
14. The above work is intermittent in nature and contract has to be completed within the stipulated period as mentioned in tender notice.

Signature of the Contractor

Signature of the Issuing Authority

**Should be kept in a separate cover****Annexure – III****(PULVERISERS DIVISION)****PRICE BID**

REF: TENDER NOTICE NO: HY/PULV/WC/NCA/TN/2013-14,

Date: 17.07.2013

**Name of Work: Non-critical assembly operations of Pulverisers components.**

CATEGORY	DESCRIPTION OF WORK	Rate	₹ (In figure)	₹ (In Words)
Category 1	SEPARATOR BODY ASSEMBLY. (Fixing of liners to Separator Body and final assembly).	<b>Per Piece</b>		
Category 2	JOURNAL OPENING COVER ASSEMBLY.	<b>Per set</b> (One set consists of 03 nos of JOC).		
Category 3	JOC FIXING. (Fixing of Journal Opening Covers to Separator Body for Machining).	<b>Per set</b> (One set consists of 03 nos of JOC).		
Category 4	SEPARATOR BODY ASSEMBLY WITH JOURNAL OPENING COVERS.	<b>Per set</b> (One set consists of 1 no of SB & 03 no's of JOC).		
Category 5	Mill side and Liner Assembly.	<b>Per piece</b>		

**Note:**

1. Please read the SCOPE OF WORKS carefully and study the relevant drawing thoroughly before quoting your rate.
2. The rate quoted includes all statutory payments including Minimum wages, PF, ESI and Bonus to the workmen engaged to carry out the above work. BHEL will not be responsible for any other such payments.
3. **The above rate is exclusive of service tax.**
4. The contract shall be awarded as per the L1 rate for each category.

Signature of the Contractor

Signature of the Issuing Authority

## SCOPE OF WORKS

### **Category – 1 Separator Body assembly (Fixing of liners to Separator Body and final assembly).**

- I. Remove the journal Opening Covers (3 No's.) from Separator body received from the Vendors/Machine shop.
- II. Assemble liners on all (3 No's) Journal Opening frames using weld plugs.
- III. BHEL Q/C inspection.
- IV. Full welding of plugs and chipping.
- V. Assembly of 3 No's of access doors.
- VI. Fill the gaps between liners using high – heat dum – dum paste.
- VII. Assemble all weld plugs with ceramic liners using RTV sealant.
- VIII. Final inspection by BHEL Q/C.

### **Category – 2 Journal Opening Cover Assembly.**

All components will be given in machined condition.

- I. De-burring and cleaning of all components.
- II. Fit up all components as per Drawings and Technological process given by BHEL.
- III. Final inspection by BHEL Q/C.

### **Category – 3 JOC FIXING. (Fixing of Journal Opening Covers to Separator Body for Machining).**

Job will be given in fabricated and machined conditions up journal opening frames which are face milled, drilled and tapped. Journal opening covers also in face machined, drilled condition.

- I. De-burring and cleaning of Journal of Opening Covers (1 set/03 No's) and Journal Opening frames (1 set/03 No's).
- II. Assemble 3 Journal Opening Covers to Journal Opening frames matching holes and check the gap between the partings planes with 0.03 feeler, 0.03 feeler should not enter in assembled condition.
- III. Inspection by BHEL Q.C.  
Note: In case feeler is entering it is necessary to dismantle Journal Opening Cover and carry out necessary rework and then fix the covers. Rework includes gas cutting, grinding, de-burring and enlarging or the holes etc.

### **Category – 4 Separator Body assembly with Journal Opening Covers.**

- I. Remove the Journal Opening Covers (3 No's) form Separator body received from the Vendors/Machine shop.
- II. Assemble liners on all (3 No's) journal Opening frames using weld plugs.
- III. BHEL Q/C inspection.
- IV. Full welding of plugs and chipping.
- V. Assembly of 3 No's of access doors.
- VI. Fill the gaps between liners using high – heat dum – dum paste.
- VII. Assemble all weld plugs with ceramic liners using RTV sealant.
- VIII. Assemble the JOC's with the items as per the Drawing provided by BHEL.
- IX. Re-Assemble/Fix JOC's to the Separator body
- X. Final inspection by BHEL Q/C.

**Signature of the Contractor**

**Signature of the Issuing Authority**

**Category-5 Mill Side and Liner Assembly.**

- I. Place the Mill side housing and its base.
- II. Locate the assembly insulation cover plate segments.
- III. Locate and stick welds the support angles at the entry of Air inlet duct flange.
- IV. Locate and weld Rods with Air inlet Hosing.
- V. Locate and tack welds the weld studs on Inspection Door location.
- VI. Locate and weld support clips.
- VII. Locate and weld Patch angles.
- VIII. Fit & stick weld angles after cutting to suitable length.
- IX. Locate Spacers on Rods.
- X. Locate Inlet Guide vanes, place the angles either side and get welded.
- XI. Locate wear plates and place the Mill side Liners in the Air inlet Housing shell and side wall liners in the Goose neck area over the insulation and fix projected rods with keeper plate to get welded.
- XII. Assemble the Access doors to Mill side housings with fasteners.
- XIII. Assemble Hinge doors to Mill side housing.
- XIV. Tack weld and weld the liners to Mill side Air Inlet housing (Ensure proper seating of liners before welding).
- XV. Chip and clean the weld joints.
- XVI. Use Dum Dum paste to fill the voids and places where insulation is not possible.
- XVII. Fix Flanges with Fasteners.
- XVIII. Final Inspection by QC.

**Note: Welding and Oxy-acetylene cutting operations are involved in Category-2,3,5 and 6, Contractor is required to have minimum 2 sets of suitable Welding rectifiers/Generators, one set of Oxy-acetylene torch, regulator and Hoses to carry out these operations. BHEL will provide Welding Electrodes, Gases (Oxygen and Acetylene), Pressurized air and crane facilities.**

**Signature of the Contractor**

**Signature of the Issuing Authority**