



Technical Bid

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM :: HYDERABAD – 502032

TOWNSHIP ADMIN. (ELECTRICAL) DEPT.

Contact No.:

040-23182843

23182640

23183585

Tender Notice No. : HY/TA/OT-01/2014-15, Dated : 16.04.2014, Item No. 02

1.	Name of work	:	Providing support services for electrical maintenance of Residential Buildings in township.
2.	Approx. Value of work	:	Rs. 37.08 lakhs
3.	Earnest Money Deposit	:	Rs. 1,00,000/- (Rs. One lakh only) or One Time EMD for Rs. 1.00 lakhs
4.	Time of Completion	:	12 months from date of commencement
5.	Maintenance period	:	-- Nil --
6.	Last date of receipt of tenders	:	16.05.2014 (up to 11:00 hrs.)
7.	Date & time of opening of tenders (Technical Bids)	:	16.05.2014 (13:00 hrs. onwards)
8.	Cost of tender document including S.T	:	Rs. 250/- (if downloaded from web) Rs. 500/- (if purchased from BHEL)

NOTE : Any corrigenda or changes will be published in BHEL web site only. (<http://www.bhel.com>)
Tenderers shall regularly follow the website till the last date of receipt of tenders.

Name & Address of the tenderer: ----- ----- ----- -----	Phone No. : _____ FAX No. : _____ E-mail ID : _____
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**FILLED IN TENDERS TO BE DROPPED IN SEALED TENDER BOX AVAILABLE
AT VENDOR COMPLEX NEAR ADMINISTRATIVE BUILDING**

(SIGNATURE OF TENDERER)

TECHNICAL cum COMMERCAL BID (to be filled in by tenderers)

1.	Name of work	:	Providing support services for electrical maintenance of Residential Buildings in township.
2.	Tender Notice No. with Date & Item No.	:	HY/TA/OT-01/2014-15, Dated : 16.04.2014 Item No. 02
3.	Name of the Contractor / Firm	:	
4.	a. Address ----->	:	
	b. Phone No.	:	
	c. Mobile No.	:	
	d. Valid E-mail ID	:	
5.	Details of DD / Cash Receipt (following to be enclosed with technical bid)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>
	a. DD / Cash Receipt No. & amount Submitted for EMD	:	
	b. DD / Cash Receipt No. & amount Submitted for Cost of Tender Documents	:	
6.	Work Experience details (as per pre-qualification criteria to be enclosed)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>
7.	Financial turnover during the last three years (Refer pre-qualification criteria for details)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>
8.	ESI Code No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> Registration No. :
9.	P.F. Code No. (if available) (Refer pre-qualification criteria for details)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> Registration No. :
10.	PAN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> Registration No. :
11.	VAT/TIN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> Registration No. :
12.	Service Tax No. (copy of registration / applied proof with proper acknowledgement. to be enclosed / may be submitted before release of payment.	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> Registration No. :
13.	Electrical License (Grade-A / Grade-B)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> License valid up to : ___/___/_____
14.	Labour License (if available, copy to be enclosed / to be submitted before commencement of work)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> License valid up to : ___/___/_____
15.	National Electronic Fund Transfer (NEFT) form duly filled (if not submitted earlier)	:	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/> / Submitted Earlier <input type="checkbox"/>

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

NOTE:-

1. The documents as mentioned in Techno-commercial bid should be submitted along with the tender or otherwise the tender will be considered as incomplete.
2. **Without PAN, VAT / TIN and Service Tax Registration Nos., contractor's bills cannot be processed and payments will be held up.**
3. Techno-commercial bids will be opened on the same day of receipt of tenders. Technical bids will be scrutinised by the department and in case the agency has not fulfilled all the above conditions with documentary proof, the bid will be rejected and their price bid will not be opened.
4. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
5. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should once again submit the same.
6. **All relevant columns shall be filled with proper information. The unfinished / wrongly filled / incomplete Tender Documents (Technical Bids / Price Bids) will be rejected.**
7. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
8. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

GENERAL CONDITIONS

1. The quantities shown in schedule are approximate and liable for variation.
2. All BHEL general conditions of the contract shall be applicable.
3. **The tenderer must affix his signature with seal at the end of each page of these tender documents (both technical bid and price bid).**
4. **The copy of documents submitted by the tenderer must be self-attested with seal.**
5. The rates quoted shall include all lifts, leads and other incidental charges mentioned in the General conditions of contract unless otherwise specified.
6. The department reserves the right to split and award the work to more than one agency.
7. **Party shall comply with all legal and statutory requirements applicable to execute the work before commencement of work.**
8. **The agency will be responsible for all the statutory requirements & documentations for ESI/PF etc. as per prevailing Government Rules/Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractor's bills/deposits.**
9. **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 Personal Department.**

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[PRE – QUALIFICATION CRITERIA]

The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. **In case the agency fails to do so it is liable for rejection.**

1. Experience having successfully completed **similar works** during last 7 years, ending previous month of this tender notice shall be one of the following.
 - a. **One completed work** costing not less than the amount equal to **80% of the estimated cost.**
OR
 - b. **Two completed works** costing not less than the amount equal to **50% of the estimated cost.**
OR
 - c. **Three completed works** costing not less than the amount equal to **40% of the estimated cost.**

'Similar Work' means : **Electrical work / Labour supply for electrical works**

Note: - Copy of satisfactory completion certificate of similar work shall be enclosed.
- Copy of work order / acceptance letter / agreement etc. will not be considered.
- Completion certificate from a private organization should be supported with TDS details).

2. **Average Annual financial turnover during the last 3 years**, ending 31st March of the previous financial year (for F.Y. 2010-11, 2011-12 & 2012-13), should be at least **30% of the estimated value**. Audited financial statements for the above financial years with self-attestation shall be submitted. IT return statements shall also be submitted for the assessment years 2011-12, 2012-13 & 2013-14. (If the IT return statement for assessment year 2013-14 is not available, the financial statements duly certified by the chartered accountant shall be attached).
3. **ESI code no.** : Proof of registration / applied proof with acknowledgement must be submitted.
4. **P.F Code no.** : Bidders having PF code no. shall enclose the proof of registration. Bidders not having the PF code no. have to enclose a letter of undertaking stating that they will obtain the same from respective authority before commencement of work, in case they become the successful bidder.
5. **PAN** with proof of allotment / applied proof with acknowledgement must be submitted.
6. **VAT / TIN No.** with proof of allotment / proof of application with proper acknowledgement.
 - a) VAT not applicable for labour intensive works.
 - b) 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).
 - c) VAT registration certificate to be furnished for works costing more than Rs. 5.00 Lakhs each.
7. **Service Tax No.** copy of registration / applied proof with proper acknowledgement to be enclosed / to be produced before release of payment.
8. **Labour licence** from the Office of the Asst. Labour Commissioner (Central) to be submitted (if available) / to be submitted by the L1 agency at the time of execution of work.
9. **Electrical License (Grade- A / Grade- B)** with proof. It should be valid as on date.

SIGNATURE OF TENDERER

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NOTES :

1. Period of contract shall be as mentioned in the 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 technical bid.
4. The requisitions for tender documents shall be addressed to AGM/TA, BHEL, Ramachandrapuram, Hyderabad-502032 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 authorized representative.
5. **The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any misunderstanding.**
6. **Tenders submitted without EMD / Tender cost as stipulated will be rejected.**
7. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.
10. Tenders must be submitted in separate sealed covers addressed to **Addl. General Manager / Township Administration, BHEL, Ramachandrapuram, Hyderabad 502 032.** Bidder shall write tender notice No, and name of work and address of the bidder on the sealed cover. The tenders shall be dropped at vendor complex near Administrative building, BHEL, Ramachandrapuram, Hyderabad – 502032. In case the agency fails to comply any of the above, the tender will be liable for rejection.
11. The tender documents may also be submitted through ordinary post / speed post / courier so as to reach within the stipulated date and time. The same shall also to be sent to above address. However, it should be noted that BHEL will not be responsible for any postal delay / non-delivery of item.
12. **Contractor shall provide valid E-mail id and all the communication made to that email id shall be treated as official correspondence.**
13. Any clarifications sought from the contractors during the tender evaluation process, an email seeking clarifications and followed by two reminders through email will be sent with a response time of 2 days from the date of email and if no response is received from the contractor, it is treated as contractor does not possess required information sought or is not interested for the work. In cases where the contractor replies within the response time period of 2 days and seeks further extension of time, then BHEL reserves all its right to grant further time depending upon the reasonability of the case and all decisions taken by BHEL in this regard shall be final and binding on the contractor.
14. If any agency is found to have submitted fake certificates during our verification, his offer shall be treated as disqualified and suitable action will be taken against the agency as per extant rules of BHEL.
15. Any additional documents (over those mentioned in NIT) may be sought by BHEL for clarifications in processing of the tender. The contractor has to submit all the concerned documents asked by BHEL within the stipulated time as mentioned in clause 13.

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SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

TECHNO COMMERCIAL TERMS & CONDITIONS :

1. **Reverse Auction (RA):** BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**
2. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. **Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction.** Non submission of "online sealed bid" by the bidder (who accepted to participate in RA) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. General Terms and conditions of Reverse Auction are given in Annexure- AA for information.

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Issued to: _____



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

TENDER DOCUMENTS (TECHNICAL BID)

Name of the work : **Providing support services for electrical maintenance of Residential Buildings in township.**

Tender Notice No. : **HY/TA/OT-01/2014-15, Date: 16.04.2014, Item No.02**

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

- TENDER NOTICE -

No. HY/TA/OT-01/2014-15, Dated : 16.04.2014, Item No. 02

1. Sealed Tenders will be received up to **11:00 hours** on **16.05.2014** for the work of **"Providing support services for electrical maintenance of Residential Buildings in township."** Tenders (Technical bid) will be opened on the same day at 13.00 hours in Vendor Complex of Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. The tenderers 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 tenderer's who may be present at the time. The tender should be in the form of obtainable from the Office of the AGM/TA. The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 16.00 Noon in the office of the AGM/TA. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 16.00 hours up to **15.05.2014** on payments of the prescribed sum of **Rs. 500.00** per set as non-refundable.
2. (a) Tenders must be submitted in sealed covers and should be addressed to the Addl. General Manager, Township Administration, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32. The name of the tenderer and the name of the work along with tender notice no. must be mentioned on the cover.

(b) If the tender is made by an 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 of 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 authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of its corporate existence.
3. Each tenderer must pay as Earnest Money Deposit, a sum of **Rs. 1,00,000/-** (Rs: one lakh only) **or One Time EMD of Rs: 1.00 lakh** 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 duly pledged to the **Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.**
 - a) Cash Receipt from B.H.E.L., Cash Office
 - b) Banker's cheque / Demand Draft.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not 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 tenderer whose tender is under consideration, shall attend the Office of AGM/TA upon written information to him. He shall forth with upon intimation being given to him by the AGM/TA of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract.
EMD shall not carry any interest.
If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

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5. Tenderers shall pursue 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 the tenderer to quote his over all rate to each clause of work in the tender 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/TA reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
7. Tenders not submitted in proper form or in due time will be rejected.
8. **The offer shall be valid for a period of 90 days from the date of opening of the tender.**
9. Security Deposit will be collected from the successful tenderer. Rate of Security Deposit will be as below:

Up to Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	:	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	:	Rs. 4 lakhs + 5% of the Amount exceeding Rs. 50 lakhs

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

10. 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 such as National savings Certificates, Kisan Vikas Patras etc.
 - Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - 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 can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
 - EMD of the successfully tender shall be converted and adjusted against the security deposit.
- NOTE:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
11. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
12. **The Security Deposit will be released along with the final bill or after completion of maintenance period (refer first page of this document) for the work, whichever will be later.**

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

DIRECTIONS TO PARTIES FOR TENDERING

1. If at any time, BHEL 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 12½ % 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 Andhara Pradesh Standard specifications kept in Manager, Electrical's Office and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in site. The contractor should purchase a book of Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and addl. specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
4. Each tenderer must quote the PAN no. with proof of allotment by the Income Tax Authority. In the case of proprietary firm, it will be necessary to quote the 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 queries, 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 must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, herein-after called AGM/TA, shall 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 over to the contractor.
7. The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value in the Schedule-A. The %age should be written in both 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 & rewriting. No alterations which are made by the tenderer in the tender form, 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.
8. If there is a discrepancy between words and figures, the amount in words shall prevail. Such discrepancy will be conveyed to the bidder with a target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

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SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / we carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard specification and the clauses of the preliminary specifications 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.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Address :

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the CPWD / 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 there under with subsequent revisions if any.
3. The daily wage rate of labour applicable as on date from 01.10.2013 is as follows as per Sr. Dy. GM (HR-IRX) Ref. No. HR/IR/CL/DA/01.10.2013, Date : 21.10.2013.

Unskilled Worker	-	Rs. 390.65 / per day
Semi Skilled Worker	-	Rs. 427.30 / per day
Skilled Worker	-	Rs. 464.42 / per day
4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f 01.04.2013 along with PF & ESI contributions may also be ensured. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus @ 20% on monthly wage of Rs. 3500/- under the payment of bonus Act, 1965.
5. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month. Contractor shall also provide 2 pairs of uniform, shoes and other personal protective Equipment to their workforce.

UNIT RATE CALCULATION

Particulars	USW	SSW	SW
1. Daily Wage rate as on 01-10-2013	390.65	427.3	464.42
2. Bonus @ 20% on Rs.3500/- as per IR Circular on Bonus	27.81	27.81	27.81
3. 1 Day Leave Wage for every 20 days (Total = 18 leaves) (18/302 x SI. No. 1)	23.28	25.47	27.68
4. 11 Days holiday applicable to BHEL (11/302 X S1.No.1)	14.23	15.56	16.92
5. (PF @ 13.61% + ESI @ 4.75%) i.e., 18.36% on SI. No. 1	71.72	78.45	85.27
6. Uniform @ Rs. 1000/ per year (1000/302)	3.31	3.31	3.31
7. PPES for Factory area. (3% on daily wages SI. No.1 for USW)	11.72	11.72	11.72
Sub Total - I	542.73	589.63	637.13
8. Expected DA increase w.e.f. 01-04-2014	15.50	17.00	19.00
Sub Total - II	558.23	606.63	656.13
Base for Profit (SI. No. 1+3+4+5+8)	515.39	563.78	613.28
9. Profit and Overhead margin @ 10%	51.54	56.38	61.33
10. Final Unit Rate (Sub Total-II + SI. No. 9)	609.77	663.01	717.46

Note : Service Tax not included; VAT not applicable.

Any increase in DA for the Contract work force in future has to be borne by the Contractor. BHEL will not reimburse the same. Contractors are advised to quote the firm rates anticipating the above.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Annexure-C**CONTRACTOR'S OBLIGATIONS****A) CONTRACTUAL**

- 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) and should issue appropriate appointment letters to them.
- e. 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.
- f. Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee (s) immediately.
- g. 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.
- h. 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.
- i. The contractor shall be responsible for safety regulations as applicable. Contractor to provide safety equipment and safety shoes to his employees. The contractor shall also be responsible for providing two pairs of uniform including stitching charges, a pair of shoes and one cap.
- j. 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.
- k. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- l. 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.
- m. 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.
- n. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- o. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

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B) TOWARDS STATUTORY LIABILITY

- a. All statutory requirements under Minimum Wages Act 1948 Payment of Wages Act 1936 Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972 ESI Act, 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to 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 atleast 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 RPF.
- e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No / Card of each employees.
- 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 pilferage of his property and / or his employees.
- m. Contractor should have independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
- n. Payment of bonus under the Payment of Bonus Act Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o. Over and above the daily wage rate, payment shall be made for leave with wages.
- p. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and over time to his employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.

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- 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 creche 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.
- t. The L1 agency should submit Labour License from the Office of the Asst. Labour Commissioner (Central) located at ATI Campus, Vidyanagar, Hyderabad 500 007, at the time of execution of work.

GENERAL TERMS & CONDITIONS (Part-1)

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

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.
5. The contractor shall observe
 - (a) Weekly rest day.
 - (b) The company list of holidays.

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6. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General Manager / Personnel.
8. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
9. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
10. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
13. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understands 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 commission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
14. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
15. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misconducts himself and such persons shall not be again employed on the works without permission of the company official.
16. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
17. The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees.
18. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.

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19. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act. VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
20. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in-charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
22. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.
23. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
24. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, R.C.PURAM, HYDERABAD - 502032.
25. The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
26. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the FACTORY /TOWNSHIP CIVIL OF B.H.E.L. Ramachandrapuram, Hyderabad -502032
27. Not withstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
29. The contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
30. The contractor shall provide the required safety equipment to the labours engaged by him.
31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
33. 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.

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34. 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.
35. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
36. 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 required from time to time shall be done by the company official.
37. 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 so authorized and directed by the company in writing at any time before completion of the work.
38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
39. 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.
40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material 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 at the contractor's expenses.
42. 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.
43. 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.
44. Contractor 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.
45. 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 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.
46. 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.
47. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.

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48. 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.
49. 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.
50. 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.
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 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 contractors 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, copies of which are enclosed they shall be strictly followed.
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 decision of the "Contract 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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Special Instructions:

1. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm, if the tender is made by corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm are required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" [Ex. AGM (T.A)] for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. **The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender.** It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understands 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 after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.

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11. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
12. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
13. If any information by documents submitted by the contractor is found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
14. In case more than one contractor quotes equal L1 rates, further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
15. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-in-charge.
16. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
17. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
18. If the contractor / his representative fails to attend when required for measurements, the Engineer Incharge shall have power to proceed by him to take measurements and in that case, these measurements shall be accepted by the contractor as final.
19. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity; these entries will be counter signed by the contractor or his duly authorized representative.

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Annexure-D

GENERAL TERMS & CONDITIONS (Part-2)

1. BHEL shall have 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 contractor shall deposit an amount as per clause no. 9 to 12 of TENDER NOTICE as security with BHEL. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of maintenance period subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Medak Distt., Andhra Pradesh.
7. Not with standing anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason there of by giving a notice of 30 days to the contractor.
8. The contract will remain valid for a period of **one (01) year from the date of commencement**. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Ramachandrapuram, 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, Medak Distt., Andhra Pradesh.

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Schedule – 'B' : SERVICES viz. WATER & ELECTRICITY TO THE SITE OF CONTRACTOR**1. WATER**

Water required for the purpose of executing the contract shall be supplied by Bharat Heavy Electricals Limited and charged at Rs.15.00 per 1,000 liters. The supply will be made at a convenient point to be determined by the Engineer-in-Charge and Contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for consumption of water will be as under, where water meters could not be provided by the contractor and prior permission for the same has to be obtained in writing from the Engineer-in-Charge.

i)	On the total value of periodical maintenance of items of building	...	0.25%
ii)	On the total value of other Civil works	0.50%
iii)	On the total value of road works	0.75%

NOTE: In respect of items (i) & (ii), only items where water is consumed on the work, will be considered for arriving at the total value.

In respect of items (iii), only the value of work on non-water consuming items such as picking metal, earth work, Asphaltting etc. will be excluded from the total value of road works.

2. ELECTRICITY

Electric current if required will be supplied at a convenient metered point to be determined by the Engineer-in-Charge. Any extension required to the different work sites will have to be arranged by the Contractor himself. Energy consumed will be metered and charged at Rs.4.95 (Rupees four & Paise Ninety five only) per unit. Where meter could not be provided for structural steel works current charges will be recovered at 70 units per each tonne of structural steel fabrication work done.

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SPECIAL CONDITIONS

1. Time is the essence of contract and the specified time of completion is up to **one (01) year**, 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 from 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 for 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 him about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall conform to the relevant APSS and shall be got approved by the engineer-in-charge before they are used on the work. The Bharat Heavy Electricals Limited will not, however, after acceptance of a contract rate, pay extra charges for any other reasons; 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 comparisons of tenders, the tenderers should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
6. The A.P. Standard Specification / I.S. Specifications, those in Schedule-A shall be followed for all items of works. Wherever there is difference between the A.P.S.S. and I.S. Specifications, the later shall prevail.
7. The Addl. General Manager/TA 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.
8. In case of any difference between agreement wording and detailed drawings the interpretation of the Addl.General Manager/TA shall be final and binding on the contractor.
9. The final acceptance of work in all items is subject to proper behaviour after testing regardless of whether the items are paid for or not.
10. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.

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. Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
3. Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multimeter, tongue tester, megger and safety equipments such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
4. No person shall work on the live circuit without the express orders of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary tools are to be used for carrying out all types of works.
8. The contractor is responsible for providing of necessary safety equipments such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc to carry out the work safely.

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LIST OF TOOLS TO BE PROVIDED BY THE CONTRACTOR

Sl. No	Description	Qty.
1	Multimeters	2 Nos.
2	Tongue tester	2 Nos.
3	Meggar	1 Nos.
4	DE spanner set	5 Nos.
5	Ring spanner set	5 Nos.
6	Neon Tester	17 Nos.
7	Connector	17 Nos.
8	Screw Driver 10"	8 Nos.
9	Screw Driver 16"	8 Nos.
10	Cutting plier	17 Nos.
11	Rowel Plug	17 Nos.
12	Poker	17 Nos.
13	Ball pane hammer 600gm	4 Nos.
14	Pin type hammer	4 Nos.
15	Measuring tape	1 Nos.

Note :

- i. The agency must provide the required Safety Equipment and Personal Protective Equipment as directed by the Engineer-in-charge.
- ii. If the agency fails to provide the tools as listed above and the required safety equipment and PPE within the time specified by the Engineer-in-charge, two times the cost of the same will be recovered from the bills.

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REVERSE AUCTION

TERMS AND CONDITIONS OF REVERSE AUCTION

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). The philosophy followed for Reverse Auction (RA) shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance from (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on a scheduled date & time.
9. At the end of Reverse Auction event, the lowest bid value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

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GENERAL TERMS AND CONDITIONS

1. **LOG IN NAME & PASSWORD:** Bidders shall be assigned a **Unique User Name & Password** by the **Service provider**. Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **Service provider** to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidder's company.
2. **BIDS PLACED BY BIDDER:** The bid of the bidders will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled/ withdrawn. The bidder is bound to execute the work at the price that they bid. Should any bidder back out and not execute the contract as per the rates quoted, **BHEL** shall take action as per extent guidelines in vogue.
3. **DURATION OF AUCTION** The duration of Auction will be initially for a period of 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, bidders 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.

✓ The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to the **Service provider** with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

4. **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 (running Lowest) Bid in the Auction (only total price of the package)
 - b) Bid Placed by the bidder
 - c) Start Price & Bid Decrement Value
5. **VALIDITY OF BIDS:** Price shall be valid for 90 days from the date of Reverse Auction (RA). These shall not be subjected to any change whatsoever.
6. **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
7. **POST AUCTION PROCEDURE:** BHEL will proceed with the Lowest Bid in the RA for further processing.
8. **PROCEDURE FOR REVERSE AUCTIONING:**
 - i. **Online Sealed Bid:** The duration of Online Sealed Bid will be 30 minutes. All bidders to submit their online sealed bids during this period. BHEL reserves the right to extend the duration.
 - ii. **Online Reverse Auction:** The 'opening price' i.e., start price for RA and 'bid decrement' will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

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9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).
10. Only those bidders who have submitted the "online sealed bid" within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Computerized reverse auction shall be conducted by BHEL through **Service provider**, on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

- During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the Service provider provided such requests come at least before 5 minutes of auction closing time. However, **only one such request per bidder can be entertained**.

- Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be), it is the bidder's responsibility/ decision to send fax communication immediately to the **Service provider**, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the **Service provider** should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the **Service provider** at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor the Service provider is responsible for such eventualities.

12. **PROXY BIDS:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid in the system directly 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 bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process by manually submitting the bids.

- 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 of the fact whether the 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.**

- In case of more than one proxy bid, the system shall bid till it crosses the threshold value of "each lowest proxy bid" and thereafter allow the competition to decide the final L1 price.

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- Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).
- Proxy Bid feature can be used only once during a particular Reverse Auction.
- **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**

13. Bidders are advised to get fully trained and clear all their doubts by contacting the **Service provider**. **Service provider** shall arrange to demonstrate/ train the bidder / bidder's nominated person(s), without any cost to bidders. **Service provider** shall also explain the bidders, all the rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
14. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in given format after completion of auction to the **Service provider** with a copy to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
15. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
16. After receipt of the system report from the **Service Provider** after completion of the Online Reverse Auction, BHEL will decide upon the winner. **BHEL's decision on award of contract shall be final and binding on all the Bidders.**
17. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
19. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
20. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form.
21. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
22. If there is any clash between this business document and the FAQ available, if any, in the web site of **Service provider** the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
23. **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.
 - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - **Service provider** shall not bear the responsibility for any interruption or delay in accessing 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.

Note:

- **Name of the Service provider will be intimated before conducting reverse auction by BHEL.**
- **Schedule for Reverse Auction will also be intimated prior to conducting of RA.**

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