

**TENDER BOX IS AVAILABLE AT VENDOR COMPLEX , BEHIND ADMN.BUILDING FOR DROPPING FILLED TENDERS UPTO ( 11.00 HRS ) ON DUE DATE**

**B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D  
RAMACHANDRAPURAM : : HYDERABAD – 502032  
M&S/AC DEPARTMENT**

TELEPHONE No.:040- 23185280/3034,

e-mail : gsdgupta@bhelhyd.co.in

TENDER NOTICE NO.: HY/M&S/AC/AMC-DAC/13-14/2201/2,

Date: 22-01-2014

1. Name of work : **Maintenance (AMC) of selected Cassette, Split, Window A.Cs, Walk in Coolers of totaling 1216 TR and 11 Evaporative Coolers and 200 Refrigerators in BHEL HYD.**
2. Earnest Money Deposit : **Rs. 1, 00,000/-**
3. Contract Period : **Two years (2<sup>nd</sup> year will be extended based on satisfactory Performance of 1<sup>st</sup> year with same rate, terms & conditions)**
4. Estimated Cost : **Rs 21.57 Lakhs per year (Rs.43.14 lakhs for two years)**
5. Sale of Tenders from : 22.01.2014
6. Last date of receipt of Tenders : 12.02.2014 upto 11.00 Hrs. Tender Box is available at Vendor Complex, Behind Admn.Bldg.
7. Cost of Tender documents ( Non Refundable ) : **Rs.500/- and Rs.250 /- if downloaded from Web site and Submitted.**

Full Name & Address:

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E- Mail id: \_\_\_\_\_  
Contractor Code No:  
(BHEL issued No.) \_\_\_\_\_

EMD : EMD PAID / ONE TIME EMD

SIGNATURE OF CONTRACTOR

## **PRE-QUALIFICATION REQUIREMENTS:**

(Proofs to be enclosed for verification without which the offer will be rejected)

1. The Tenderer must be OEM/OEM authorized Service dealer. (Documentary evidence is compulsory).
2. Average annual financial turnover for the three Years 2010-11, 2011-12 and 2012-13 should be at least 30% of the estimated cost.
3. The contractor has to undertake the work on their own and further subcontracting is not allowed. Contractor has to confirm his acceptance to this clause.
4. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the Following :
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost ( Rs. 8.62 lakhs) .

Or
  - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost ( Rs. 10.78 lakhs).

Or
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost ( Rs.17.25 lakhs)

### **Similar works definition :**

Annual Maintenance Contract (AMC) executed for Cassette/Split/Window AC /Refrigerators /Evaporative cooling systems/ Walk in Coolers (End user certificate to be attached as proof).

**EMD Payment :** An amount of Rs 1,00,000/- (Rupees One lakh only) towards EMD shall be Deposited in cash at BHEL Cash office or by way of Demand Draft/ Bankers cheque drawn in the name of M/s Bharat Heavy Electricals Limited payable at Hyderabad and shall be enclosed to the technical tender bid. No other means of payment will be accepted, no interest on EMD will be payable.

Cash office timings: 09.30 AM to 11.30 AM & 1.30 PM to 3.30 PM

## TENDERING PROCESS

A. Tender box is kept / available at VENDOR COMPLEX , BEHIND ADMN.BUILDING for dropping / submitting the Tenders and Tender box will be closed at 11.00 Hrs on due date.

B. Tender documents are issued in **Two part bid system**.

1. Technical bid

2. Price bid

C. Tender opening

On the day of tender opening i.e., 12.02.2014 , after 13.15 Hrs., only TECHNICAL BIDS will be opened and evaluated. After scrutiny and acceptance of the technical bids, price bids of qualified Agencies only will be opened at a later date and date of opening of price bids will be intimated separately.

**After Techno-commercially qualified vendors offers / quotations, BHEL reserve the right to conduct Reverse Auction(RA) at a later date. The Reverse Auction will be conducted by third party (i.e BHEL service provider) M/s C1 India Pvt Ltd and Reverse Auction procedure, rules etc is enclosed for you. However submission of price bid is must. Also , please confirm for acceptance of RA duly signing on all the pages of RA business rules and submit along with technical bid .**

D. The technical bid consists of technical schedule & General Conditions requiring documentary proof. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.

E. Technical and price bids must be in separate covers and superscribed as "Technical bid" and "Price Bid" separately with Tender Notice No., Name of the work , NIT No. and address of the agency with Contact Nos. shall be clearly written on both the covers. The Tenders should be addressed to The DGM/FP&D,AC, M&S Department, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032. Tenders received mixed (with price and technical bids) will be rejected. **Every page of the Technical Bid and price bid document shall be signed and stamped by the Tenderer at the bottom of the page.**

F. In case of tender application and tender documents downloaded from web site, the Tenderer shall pay cost of tender documents and EMD for item of work he is tendering separately by means of two separate DDs/Bankers Cheques (in favour of Bharat Heavy Electricals Limited, R.C.Puram, Hyderabad) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid. DD's/Bankers Cheques may be drawn for cost of tender documents upto last date of receipt of tenders.



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM :: HYDERABAD – 502 032  
M & S DIVISION  
10-REPAIR SHOP, AIR-CONDITIONING

## TECHNO- COMMERCIAL BID

Tender Notice No : HY/M&S/AC/AMC-DAC/13-14/2201/2,

Date: 22-01-2014

NAME OF THE WORK : **Maintenance (AMC) of selected Cassette, Split, Window A.Cs, Walk in Coolers of totaling 1216 TR and 11 Evaporative Coolers and 200 Refrigerators in BHEL HYD.**

S.No	Description	Data to be filled by Bidder/Tenderer
1	<b>Name of the Contractor</b> <b>Full Address</b> <b>Contractor's code No.</b> <b>Contact person</b> <b>Phone</b> <b>Fax</b> <b>Mobile Nos.</b> <b>E-mail ID</b> <b><u>Agency shall provide Fax No, e-mail id for communication. BHEL will communicate through e-mail for required data/ intimation of dates.</u></b>	: : : : : : : : : :
2	<b>Details of DD/Cash receipt</b> a) <b><u>D.D or Cash receipt Nos for EMD</u></b> <b><u>DD Date and Bank Details</u></b> <b><u>Please submit recently issued DDs with a validity period of three months from date of issue.</u></b>  b) <b><u>DD/Cash receipt Nos for Cost Of Tender Documents.</u></b> <b><u>DD Date and Bank Details</u></b>  (DD/Bankers Cheques/C.R has to be enclosed along with Technical bid only).	<b>Amount : Rs</b> <b>C.R/DD No. :</b> <b>C.R/DD date :</b> <b>Bank :</b> <b>Branch :</b> <b>Valid up to date:</b> <b><u>Date of validity of One</u></b> <b><u>Time EMD ( If submitted):</u></b> <b>Amount : Rs</b> <b>C.R/DD No. :</b> <b>C.R/DD date :</b> <b>Bank :</b> <b>Branch :</b> <b>Valid up to date:</b>
3	Particulars of experience/credentials as detailed in notice. ( work Completion/execution certificates to be enclosed )	:
4	ESI No. (Copy to be enclosed)	:
5	PF CODE No. (Copy to be enclosed) <b>In case not available, the agency shall submit the PF Code No. before commencement of work.</b>	:
6	PAN No. (Copy to be enclosed)	:

SIGNATURE OF CONTRACTOR

7	LABOUR LICENCE (Copy to be enclosed if available ) Valid up to :	:
8	Annual turnover during 3 years period – Fin.Year 12-13, 11-12 and Year 10-11.	<b>Fin.Year 12-13 :</b> <b>Fin.Year 11-12 :</b> <b>Fin.Year 10-11 :</b>
9	Service Tax No (Copy to be enclosed)	:
10	Acceptance for Reverse Auction (vendor to confirm)	

**NOTE:-**

1. Without PAN and Service Tax Registration Nos contractors bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinized by the Dept. and In case the agency has not satisfied all the above conditions with documentary proof the bid will be rejected and their price bid will not be opened.
3. In case of a firm, the documents shall be in the name of the firm. However in case of sole proprietor or individuals these documents shall be on the name of the sole proprietor or individual.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same. Otherwise the offer will be rejected.
5. **All the relevant columns shall be filled with proper information. The unfinished/wrongly filled/incomplete Tender Documents ( Technical Bids / Price Bids ) will be rejected.**
6. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason. The Tender will be finalized on the lowest cost to BHEL.
7. **BHEL reserves the right to reduce/increase/delete the items/quantities mentioned in the schedule.**
8. **Party shall comply all applicable( State/Central) legal & statutory requirements before commencement of the work.**
9. **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.**
10. **Tenders submitted without EMD /Cost of documents will be rejected.**

**ANNUAL MAINTENANCE CONTRACT OF DOMESTIC REFRIGERATION &  
AIR CONDITIONING EQUIPMENT -- SCOPE OF WORK**

Sn	Description of work	Tenderer offer as 'Accepted / Not Accepted' only
I.	Attending daily break-down maintenance of Cassette, Window & Split A.C. Units, Refrigerators and Evaporative Coolers the following activities are also to be performed as per the periodicity mentioned.	
II.	All the material Consumables like Refrigeration gas, all Mechanical spares like valves, sealed compressors, all mechanical and electrical spares including incoming supply circuit breaker (located on the control panel), control panel, motors, pumps, LT Switchgear, window/split AC remote control units including hand set, etc. <b>will be supplied by BHEL</b> and labour are in the scope of the contractor.	
III	<b><u>Scope of work for Cassette, Window, Split A.Cs, Refrigerators and Evaporative coolers :</u></b>	
A.	<b><u>Regular activities :</u></b>	
1	Checking and servicing each and every unit quarterly (motor oiling, coil cleaning, blower cleaning, checking for loose connections and tightening the same, minor repairs, etc.)	
2	Attending break-down of the unit when called upon.	
3	Repairing the unit or parts thereof	
4	Cleaning of air filters fortnightly	
B.	<b><u>Activities required to be attended yearly:</u></b>	
1	Removal of the unit from different locations in BHEL and shifting the same to A.C. section or allotted place in BHEL.	
2	General cleaning, de-scaling both the coils, mending, minor fabrication works, replacement of damaged parts, complete painting, testing for satisfactory performance and commissioning the unit at site.	
V.	<b><u>SPECIAL CONDITIONS :</u></b>	
1	<b>Qualified (minimum ITI) <u>One</u> qualified R&amp;AC Supervisor, <u>Two</u> R&amp;AC technicians, <u>Three</u> Semi skilled and <u>Five</u> Unskilled worker in 1<sup>st</sup> shift must be available at any point of time at BHEL works.</b> <b><u>Skilled worker:</u></b> <b>1. Out of 3 SW, 1 supervisor with a minimum of 10 years of experience in Cassette, Split, window AC maintenance remaining 2 SW should have minimum of 5 years of experience in Comfort AC maintenance.</b> <b>2. All the 3 SW should have minimum ITI (R&amp;AC or Electrical).</b>	
2	Records of monthly, quarterly and yearly reports to be submitted to the in-charge	
3	Record of replacement of spares (such as compressors, fan motors etc.) and gas filling to be maintained and get signed by the BHEL in-charge monthly.	
4	Satisfactory working of each repaired unit shall be certified by the user and to be checked by AC in-charge	
5	Breakdown history of each equipment/unit shall be maintained by filling individual history card. Payment will be paid against these service/breakdown reports.	
6	Break-down calls directly received from users/ in-charge or his representatives during the shift throughout the week and on emergencies in third shift shall be attended	
7	<b>Transport required for equipment as well as personnel is in the scope of Contractor, outside township.</b>	
8	OHSAS 18001 shall be complied with.	

9	<b>FORCE MAJEURE CLAUSE:</b> The contractor shall not be liable for any breach or non performance or delay in carrying out any of the obligation contained in this contract including the servicing/repairing of units as a result of strike/s, lockout/s industrial labour disturbance/s, fire/accidental damage/s, restriction imposed by the Government, riot, war or any condition arising from similar cause/s.	
10	<b>The general conditions of contract of BHEL (enclosed) shall also apply to this work order to the extent they are not inconsistent with any of the conditions stipulated herein.</b>	
11	Any point not covered in the agreement, if comes up, will be mutually, solved in the best interest of the work.	
12	Any new Equipment added during Contract Tenure, is in the scope of Contractor.	
13	<b>PENALTY :</b> a) Contractor should deploy the prescribed man power within 21 days on receipt of work order otherwise EMD will be forfeited b) Any short supply of man power during the contract tenure the same will be deducted in the bill according to the minimum wages act specified by BHEL	
14	<b>Risk Purchase:</b> BHEL reserve the right to terminate this agreement from elsewhere at the risk and cost of the Lessor (Contractor), either the whole or part of the Equipment in case the Tenderer has failed to bring back the equipment under AMC within the stipulated period. The Contractor would be liable to compensate the BHEL for any loss, which the BHEL may sustain by reason of such contract. This clause will be operative only during the contract tenure.	
15	<b>The contractor shall hand over all the units in working condition to the satisfaction of the in-charge at the end of the contract period. Otherwise, maintenance charges for the total idle period or repair cost of the unit (s) whichever is greater shall be recovered from the contractor</b>	

## TECHNOCOMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

- 1 The tenderer should quote specific rates for items in the schedule as given in the Price bid and the rates should be in rupees and paise.
- 2 The tenderer should quote the value inclusive of all taxes & duties (except Service Tax ) levied by State and other Government organizations as well as all local authorities as applicable. **Service tax are extra which will be paid by BHEL to the agency after submission of necessary documents.** Interest and penalties paid/payable by the Contractor will not be reimbursed by BHEL and entire implication is only to be borne by the agency. The Tenderer shall indicate the rate of applicable taxes and duties for the work executed. Tenderer shall indicate all exemptions on account of threshold limit or special notifications under any statute.
- 3 If the due date of tenders opening extended because of poor response the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation. If the Tender is not opened on due date due to any reasons/unavoidable circumstances/the date of opening happens to be a declared holiday at a later date, the same will be opened on next working day at the stipulated time.
- 4 Bills /material proof of entry inside factory area shall be shown to the Engineer  
- incharge for the bought out items.
- 5 The tenderer shall accept all the terms and conditions of the techno commercial bid of the tender document. In case same is not confirmed by the tenderer , the offer will be liable for rejection.
- 6 The tenderer shall not include any additional conditions / alter conditions either in the techno commercial bid or price bid.
- 7 Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
- 8 Sub- contracting is not permitted under any circumstances without written consent of BHEL.
- 9 BHEL shall have the right to reject any tender based on past unsatisfactory performance.

## **Reverse Auction Terms & Conditions**

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., ON LINE BIDDING (THROUGH A SERVICE PROVIDER).

The philosophy followed for reverse auction 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, extension etc. also will be communicated through service provider for compliance.

6.Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event. (All the necessary documents will be mailed to you after Techno-Commercial qualification)

7.In line with the 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 scheduled date & time.

9.At the end of Reverse Auction event, the lowest bidder 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Special Instructions: -**

1. All BHEL General Conditions of the Contract shall be applicable. A copy of which is available in the office of DGM (M&S)/ AC, FP&D for perusal.
2. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the firm rates considering the possible labour escalation also.
3. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
4. The department reserves the right to reduce / split and award the work to more than one agency.
5. The contractor should follow all the safety precautions, special conditions of safety attached while executing the work.
6. The contractor should engage labours whose age is above 18 years.
7. All the bills of contractors will be cleared by Finance Department subject to production of “Clearance Certificate” by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
8. The tenderer shall comply with all statutory requirement pertaining to the state/central or any government agencies or authorities Example, **PF, ESIC, workman’s compensation & personnel accidents insurance** The company will not be responsible for any claim made by the workers or government agencies / authorities.
9. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management and the agency shall comply all the standards from time to time.
10. Agency will also ensure that qualified and experienced site staffs are available at all times during working hours in order to ensure proper supervision and to maintain the quality . You should take precaution regarding the safety of labour during the execution of the work. company shall not accept responsibility for the safe keeping of your tools, tackles and materials etc., you will therefore provide and maintain at your own cost locking , watch and ward when and where necessary .
11. **Safety shoes, masks and gloves etc:**  
  
Safety shoes, gum boots, gloves, masks, helmets/summer caps etc shall be provided by the agency for each worker.

## **DIRECTIONS TO PARTIES FOR TENDERING**

- 1 Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefore. In the case of proprietary firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
- 2 Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. The best class of materials shall be used on the work. In every case, the materials as comply with the relevant standards specifications.
- 3 Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed to the contractor.
- 4 The tenderer should quote specific rates for items in the schedule as given in the Price bid and the rates should be in rupees and paise. . The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the agreement form, the conditions of agreement, specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

## **BHEL TERMS AND CONDITIONS**

### **CONTRACTUAL :**

- 1) The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job. The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 3) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 4) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 5) The Contractor will be solely entitled to dictate such workers about the manner of carrying out the work.
- 6) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
- 7) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.

- 8) The 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.
- 9) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 10) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 11) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 12) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.
- 13) Transportation facility for the employees to come to BHEL works is in the scope of the contractor.
- 14) Consumables like air, water, power supply will be supplied by BHEL free of cost.

**STATUTORY :**

- 15) The Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 16) The Contractor shall provide PF passbook to his employees and ensure payment of PF, EDLI, and pension dues under EPF & MP Act, 1952 to the RPFC.
- 17) The 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.
- 18) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 19) The Contractor shall be solely responsible for non payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 20) 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 under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 21) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- 22) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

**GENERAL :**

- 1) The contractor shall pay minimum wages to workers as per minimum wages act. Please refer HR circulars for the Unit Rates Existing in BHEL (rates are mentioned at the end of these conditions). Contractor shall make PF, ESI contributions as per applicable rules. ESI Cards should be arranged to contract labour and their wards by the contractor. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.

- 2) Contractor shall provide personnel protective equipment like safety uniform in blue colour, safety shoe in black colour and should ensure that they wear them daily while on work.
- 3) Contract operates on Unit rates, contract labour should get at least Daily Unit rate as per the minimum wages act from the contractor.
- 4) Contractor should pay double amount to the contract labour, if they are engaged more than 8 hours (normal).
- 5) Permissions for labour and materials shall be obtained in the prescribed formats.
- 6) **Break:** contract labour should be given break period for about 15 days once in every 6 months in case of long duration contracts, for one time/ short period contracts this clause will not apply
- 7) The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
- 8) In case of occurrence of any accident/ injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of health of workers under statutory obligation.
- 9) BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 10) Upon awardal of the work, the contractor has to execute an agreement with BHEL on a non-judicial stamp paper worth Rs.100/- as per General Agreement Conditions before commencement of work.
- 11) BHEL shall have the privities 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.
- 12) 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.
- 13) 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 efficiency/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.
- 14) The contractor shall deposit an amount of 10% of contract value as security with BHEL in the form of pay order /bank guarantee / FDI in the name of contractor, A/c – BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
- 15) Notwithstanding anything contained in the contract Agreement which will be entered after awardal of work, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

- 16) The contract will be operative for 24 months. Commencement of work will be from the date of deployment of man power. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 17) 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 HR Department / IR section through the contract executing officers before commencement of the work.
- 18) 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.
- 19) Every contractor shall submit a notice regarding commencement and completion of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 20) The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department and P.F. authorities, Factory Inspectors, ESI Inspectors, or any other such authorities under the act.
- 21) Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
- 22) 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.
- 23) The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
- 24) 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.
- 25) 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.
- 26) 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.

- 27) No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- 28) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 29) 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 intimate within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
- 30) The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise conform to the provisions of the said act in regard to such accident.
- 31) The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
- 32) Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 33) The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
- 34) **The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.**
- 35) The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 36) 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.
- 37) The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
- 38) All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
- 39) For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.

- 40) 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.
- 41) Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
- 42) The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
- 43) 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.
- 44) The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
- 45) Contracts shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
- 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) All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 48) Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
- 49) In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
- 50) 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.
- 51) In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 52) In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.

- 53) The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
- 54) Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
- 55) The labour employed by the contractor, if found in abetting 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.
- 56) Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
- 57) 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.
- 58) The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 59) All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be 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.

#### **GENERAL INSTRUCTIONS REGARDING BHEL TENDERING PROCESS:**

1. If the tender is made by an individual, 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 a 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 is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers 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 " Officer 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" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.

4. Tenderers shall pursue carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting 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 tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 120 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, 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. 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 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.
9. BHEL has every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
10. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
11. **BHEL** reserves the right to negotiate for price reduction with lowest quoted (L1) party and negotiated price will be considered as contract amount for all practical purposes.
12. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
13. On receipt of the job work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7<sup>th</sup> during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7<sup>th</sup> of every month are to submit a wage register for the previous month duly signed by the contract executing officer by showing workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each worker, Contract executing officer signature. By 15<sup>th</sup> of every month contributions made through bank challan, if delayed the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days. If not fulfill by contractor permission will not be renewed

14. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
15. The contractor should abide by the company's **CISF** Security/ safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
16. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
17. **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.
  - iii) EMD shall not carry any interest
18. **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 Upto Rs. 50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs**
- The security Deposit should be collected before start of the work by the contractor.**
- Security Deposit may be furnished in any one of the following forms**
- i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, Demand Draft in favour of **BHEL**.
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of **BHEL** and discharged on the back).
  - v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of **BHEL**.

- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C **BHEL**, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. Security deposit shall be refundable after final bill claim but request should be made to section incharge.
- ix) The security deposit shall not carry any interest.

**Guidelines for statutory payments when labour engaged :**

Consumer price index numbers published in GO as per Govt of AP and HR circular Ref: HR/IR/CL/UR/2013 Dated:01-10-13 is the basis for arriving minimum wages for contract labor and the same is mentioned below:

Category Daily Wage Rate ( Including Bonus,PPE,Uniform,PF,ESI,Leave & Holidays coverage etc., (in Rs.) unit rate W.e.f.. 01/10/2013

Unskilled worker	558.23
Semiskilled worker	606.63
Skilled Worker	656.13

- i) The daily wages shall be paid to the contract labour after deducting the employee contributions towards PF & ESI at the rate of 13.61% and 4.75% respectively. In addition to daily wages, the contract labor is entitled for holiday wages (1 day for every 20 days of working).
- ii) Contractor shall provide uniform, shoes and other Personal Protective Equipment wherever applicable to their labor.
- iii) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike and quote accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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