

BHARAT HEAVY ELECTRICALS LIMITED
RAMCHANDRAPURAM: HYDERABAD - 32

HEAT EXCHANGERS & FABRICATION DIVISION

TENDER DOCUMENT

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Signature of Tenderer

Issuing Officer

BHARAT HEAVY ELECTRICALS LIMITED**RAMCHANDRAPURAM:: HYDERABAD - 32****HEAT EXCHANGERS & FABRICATION DIVISION**

TELEPHONE NO: 040-23185287, 23184116.

NOTICE INVITING TENDER

Ref No: HY/HEF/SP/TUBING/14-15

Date: 04-09-2014

- 1) Sealed tenders in a sealed cover, mentioning the tender notice number, name of the work and due date of tender opening are invited (in two part bid system) by the undersigned from the Contractors satisfying the prequalification requirements as indicated below and will be opened on the due date itself in the presence of tenderers or their authorized agents in the office of Vendor Complex, CMM, near Administrative building, BHEL, Ramachandrapuram, Hyderabad-32. Duration of the work is 12 months from the date of awardal of Contract. The approximate quantity and value of the work is as follows:

Sl. No.	Tender Ref.No	CAT	Name of the work	Quantity (In no's)	Approx. Estimated Value for CAT wise (in Rs.)	Approx. Estimated Value of work for TENDER wise (in Rs.)	EMD (In Rs.)
1.	HY/HE&F/SP/TUBING/14-15	A	Straight Tube Insertion & Expansion	5952	91,125/-	31,02,461/-	1,00,000/-
		B	U Tube Insertion & Expansion in LPH.	55918	11,49,674/-		
		C	U Tube Insertion in HPH.	85041	17,48,443/-		
		D	Finned Tube Insertion & Expansion in C.W.M	1872	1,13,218/-		

The above is a "Rate Contract". The Contractors have to submit bid along with E.M.D.

Sl. No.:	Description	
1	Contract Period	One Year from the date of LOI
2	Cost of tender documents	Rs.1000/- (if download from Web) Rs.2000/- (if purchased from Office)
3	Last date & Time for sale of tender documents	16.09.2014 at 14:00hrs From the office of AGM/Prodn./HE&FAB
4	Last date for receipt of tender	17.09.2014 at 11:00hrs
5	Date, time and place of tender opening	17.09.2014 at 13:30hrs , at CMM VENDOR COMPLEX, BHEL, RC Puram, HYD.
6	Any corrigendum	Tenderers are advised to watch the web-site regularly

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II) PRE-QUALIFICATION REQUIREMENTS:

Below mentioned pre-qualification requirements are mandatory & to be submitted by the tenderer with the bid(s), failing which the offer shall be considered as incomplete & will be rejected. No correspondence will be done on this matter after opening of the bid.

Particulars of experience for the works completed/executed of any similar nature for the above work. Experience of having successfully completed/executed 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 each costing not less than the amount equal to 40% of the estimated cost.
OR
- b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- d. Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year duly **certified by chartered Accountant along with IT returns documents**, should be at least 30% of the estimated cost.
- e. Bids without EMD as stipulated above are liable for rejection.
- f. Contractor shall furnish and enclose Xerox copies of ESI, PF code and valid labour license details (self-attested copies).
- g. Xerox copies of PAN No & Income Tax Assessment / Declaration copy for the last three (3) year shall be enclosed with the bid (self-attested copies).
- h. Service Tax registration copy shall be enclosed with the bid (self-attested copies).

III) ISSUE OF TENDER DOCUMENT:

- a) Tender documents (not transferable) can be obtained from Office of AGM/ Prodn/ HE&F, 1st Floor, 06 Annexe, BHEL, R.C. Puram, Hyderabad – 32. During the sale period on payment of cost of tender document in cash at B.H.E.L. Cash Office, R.C.Puram and enclosing the cash receipt along with the requisition for tender document or by enclosing a crossed D.D./Banker's cheque drawn in favour of "**BHARAT HEAVY ELECTRICALS LIMITED**" payable at **Hyderabad** along with requisition for tender document.
- b) The complete tender information including tender document is made available in BHEL. Web-site (<http://www.bhel.com>) Those who desire to download the information can do so and they have to submit D.D/ Banker's cheque towards cost of the document along with technical bid, in addition to D.D./Banker's cheque towards E.M.D. amount.
- d) Tenderers are advised to watch web-site regularly and take note of latest minimum wages circular issued by HR-IRX. No separate newspaper advertisement for the corrigendum, if any shall be given. Or they may obtain from undersigned latest copy.

- VI) EARNEST MONEY DEPOSIT (EMD):** EMD should be paid by the contractor. The amount is indicated in the above table. EMD shall be paid in cash at BHEL cash office or by Demand Draft / Bankers Cheque drawn in the name of "**M/s Bharat Heavy Electricals Limited**" payable at **Hyderabad** from any scheduled bank and shall be enclosed to the tender bid. No other means of payment will be accepted. No interest on EMD will be payable.

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V) a) Submission of tender covers shall be as given below:

- Cover-A - for Technical and Commercial Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address and Cover – A (Technical Bid). The format for Technical and Commercial Bid is attached to the Tender Document.
- Cover-B - for Price Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address and Cover – B (Price Bid). The format for Price Bid is attached to the Tender Document.
- Cover-C - This cover shall contain sealed Cover A (Technical bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with Tender notice No., name of work and Contractor name & address.
- b) If any Contractor submits combined bid i.e., Tech. Bid and Price Bid in one cover, such offer shall be summarily rejected.
- c) The tender shall be submitted before the due date and time. The tenders may also be submitted by registered post acknowledgement due so as to reach BHEL before due date of tender opening or may be dropped by the tenderer in the tender box provided in the Office of Vendor Complex, CMM, near Administrative building, BHEL, R.C.Puram, Hyderabad – 32.
- d) The technical offer shall be opened first, evaluated and then we call for **Reverse Auction (RA)**, technically and commercially acceptable bidders only shall be eligible to participate.

In case RA rules are not fruitful, BHEL reserves the right to resort to normal tendering procedure for finalization of the Contract by opening the sealed price bids submitted by the tenderers in the office of Vendor Complex, CMM, near Administrative building, BHEL, Ramachandrapuram, Hyderabad – 32 with prior intimation to the qualified tenderers.

VI) TENDER SCHEDULE:

- a) Issue of Tender Document : From 04-09-2014.
- b) Last date of receipt of tender : 17-09-2014 at 11.00 hrs.
- c) Date & time of opening of tender : 17-09-2014 at 13.30 hrs.

VII) TERMS AND CONDITIONS:

1. The contract is in line with model contract, works policy 2008 and model contract copy attached (if any clarification required, contact contract executing officer).
2. The tenderers must sign on all the pages of tender documents, including the NIT, which forms part of tender document.
3. A tender may be rejected while scrutiny of technical bid, in case there is any unsatisfactory past performance in the execution of an earlier contract.
4. Contractor shall follow general instructions and obligations of the contractors as prescribed.
5. The contractor shall pay wages to the workmen as per minimum wages act. Please refer latest HR circulars No: HR/IR/CL/DA& WAGES/2014 dated 28.05.2014(copy attached) for the rates existing in BHEL. However, Contractor shall make payment as per the applicable rate at the time of execution of the contract including arrears if any.
6. Increase in rate of DA / Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike and quote in the tender.
7. Contractor has to make PF, ESI, and bonus 20% as advised by BHEL HR-IRX circular etc...
8. Contractor shall arrange Group Insurance & follow all relevant rules applicable from time to time.

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9. The total safety of operation is contractor's responsibility. Contractor should provide the following as per requirement to each workman and any additional PPEs as required in executing the contract.
- Two pair of dresses in the beginning of the contract.
 - One safety helmet per annum.
 - One pair of shoe per annum along with two pairs of socks.
 - Safety goggles 4 nos. per annum.
 - Cora cloth 1/2 Mt. per month.
 - One soap per month.
 - Ear Plugs & Dust masks (Min.12 No's per annum).
 - Any other relevant safety Personnel Protective Equipments.

Each PPE items should be following BHEL Safety Engineering Standards.

10. Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required.
11. The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
12. Contractor has to issue wage slips to the workers before paying wages, maintain attendance, wage register and muster roll of his employees.
13. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason at any stage.
14. 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 same as a statutory obligation.
15. Above mentioned work shall be executed in accordance with the agreement conditions applicable to job works as per model contract of BHEL. A copy of the same can be had from the undersigned.
16. Upon awardal of the work, within 7 (seven) days the party has to execute an agreement with BHEL as per model contract before commencement of work.
17. Payment to the workers by Contractor to be made on or before 7th day of every month with out fail through their common Bank accounts, otherwise suitable action shall be taken at Contractor's risk and cost.
18. The quantities mentioned in the agreement schedule are worked out from the relevant data in the company and may or may not be the actual required for execution.
19. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
20. The quoted rates shall be valid for a period of 12 months from the date of awardal & can be extended for one more year depending upon requirement and satisfactory performance of the Contractor(s).
21. If there is a delay in execution of work or denial, the work shall be awarded to another Contractor on "**RISK PURCHASE BASIS**" and the extra cost incurred shall be recovered.
22. If any information furnished by the tenderer is found false at a later stage, the tenderer shall be Black listed and the existing agreement and contract will also be cancelled at the risk and cost of the Contractor.

23. B.H.E.L reserves the right to short close the contract with in period of 12 months any time in the event of bad performance of the contractor or any other reasons detrimental to the interests of BHEL.
24. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.
25. The tenderer shall not include any additional conditions / alter conditions either in techno-commercial bid or price bid.
26. The contractor should engage labours who should not less-than 18 years and not more-than 60 years.
27. Contract to be closed in all respects including final measurement recording in M-Book and submitting the bills with in two (2) months from the completion time as mentioned in the tender or approved date of completion which ever is later.
28. 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.
29. If there is any delay or any interruption in execution of work, Penalty will be recovered from the Contractor **Rs 10,000/-** per day and which is maximum up to 10% of the Contract value. In this case, provision is made for recovery of money from the contractor shall be entitled to retain or deduct the amount thereof from any money that may be due or may become due to the contractor under these presents and /or under any other contract.
30. **REVERSE AUCTION:** 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.

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 will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less

Bidding for RA Will start as per RA schedule specified in business rules. After receipt of 'online sealed bids' by the participating bidders, start price & bid decrement will be decided by the RA committee and the same communicated to the service provider, before the online Reverse Auction. Only those bidders who have submitted the 'on-line sealed bid' within the schedule time shall be eligible to participant further RA process. However, **the H-I bidder (Whose quote is highest in on line sealed bid) will not be allowed to participate in further RA process.**

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD – 32
(HUMAN RESOURCE MANAGEMENT)

IOM

From	To
B Satya Babu	All Contract Executing Officers
Dy. Manager/HR-IRX	

No. : HR/IR/CL/DA&WAGES/2014
Date.: 28.05.2014

Sub: Revision of Dearness Allowance / Wage rates - Reg.

Consequent to the increase in Dearness Allowance (D.A.) communicated by Regional Labour Commissioner (Central), Hyderabad vide memorandum no. 47(1)/2014-C2 dt.20.03.2014, Daily Wage Rate payable to Contract Labour in BHEL R C Puram for RUNNING CONTRACTS stands revised as given under w.e.f.: 01.04.2014:

Category	USW Rs.	SSW Rs.	SW Rs.
Daily Wage Rate as on 31.03.2014	390.65	427.30	464.42
Increase in DA w.e.f 01/04/2014	19.00	21.00	23.00
Daily Wage Rate w.e.f. 01/04/2014 FOR RUNNING CONTRACTS	409.65	448.30	487.42

Corporate Office has agreed to increase the wage rates as follows which may be taken into account for entering into NEW CONTRACTS

Category	USW Rs.	SSW Rs.	SW Rs.
Daily Wage Rate	455.80	502.15	548.96
Daily Unit Rate (excluding anticipated DA and overhead margin)	636.09	696.22	756.94

The Contract Executing Officers are advised to follow the revised rates while initiating New Proposals and also ensure the following:

- Contractors to pay the 'Daily Wages' as shown above to their Workforce
- In case, contract labour are engaged on overtime, Contractor to pay double the wages as per the provisions of Factories Act 1948. The upper limit for number of hours of OT shall be limited as per the provisions of Factories Act 1948

Cont ... 2...

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3. Contractor to provide Leaves & Holidays to contract labour as per Contract
4. Contractor to pay Bonus @ 20% to contract labour as per the provisions of Payment of Bonus Act 1965
5. The PF& ESI at the rate of 12% and 1.75% respectively on the daily wages to be deducted as Employee's contribution and Contractor shall pay Employer's contribution i.e. 13.61% and 4.75% respectively
6. Contractor to provide two pairs of Uniform, Safety Shoes and other Personal Protective Equipment's (PPEs) to contract labour on commencement of work
7. Contractor to maintain all Registers and Records up to date and shall present themselves for inspection by the Statutory Authorities along with required documents as and when summoned for

This issues with the approval of the Competent Authority


(B Satya Babu)
Dy. Manager/HR-IRX

Copy to:

All GMs/HODs/DROs	---	for kind information
GM/ HR	---	for kind information
AGM/ FINANCE I/C	---	for kind information with a request to communicate to all Concerned Finance Executives

EARNEST MONEY DEPOSIT & SECURITY DEPOSIT (As per Works policy-2008)**EARNEST MONEY DEPOSIT:**

1. An amount of Rs.1,00,000/- or ONE TIME EMD towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
2. Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
3. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
4. EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL
5. The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained
6. The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

SECURITY DEPOSIT

1. Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. 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	:	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
2. The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
3. If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
4. 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 India Post such as National savings Certificates, Kisan Vikas Patras etc.

Signature of Tenderer

Issuing Officer

- 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 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.
- viii) EMD of the successful tenderer 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.

5. Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
6. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

MODEL CONTRACT DETAILS**i) Contractual and Legal Obligations of the Contractor:-**

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

ii) Towards Selection and Control of Employees

- a) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- b) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- c) Contractor to provide employment card/identity card with photograph duly attested by the Contractor to his employees.
- d) Contractor to provide uniforms / safety appliances to his employees.
- e) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.

iii) 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 etc. 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 preserve for a period of at least 3 years and should be made available even after the contract is over, for any verification by the statutory authorities.
- 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 RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
- 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.

- g) Contractor shall furnish proper returns to the concerned statutory authorities.
- h) Contractor shall be solely responsible for non-payment/ delayed payment of wages, 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 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 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 and take third party risk insurance coverage at his own cost.
- m) Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Contractor to obtain license under CL (R & A) Act, 1970.

iv) Towards Supervision

- 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. There shall be no interference or intervention whatsoever by BHEL.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees or to post a supervisor for this purpose.
- c) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- d) 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.
- e) 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.
- f) Contractor to ensure that all precautions are taken for safety of his employees.

v) Towards Finance

Contractor to arrange his own finance for carrying out the job payment of wages to his employees etc. BHEL will not grant any advance to the contractor on this account.

vi) Rights and obligations of the Principal Employer

- a) In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the 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.
- b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days notice in writing to the contractor.
- c) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

vii) Duration of Contract

Duration of Contract is One years from the date of awardal. Both the Parties can reserve the right to extend the contract on mutually agreed terms and conditions.

viii) Arbitration and Jurisdiction

All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, 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 an arbitrator to be appointed by the Head of the Unit, (BHEL). The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrator may direct. The Award to be given by the Arbitrator 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 Courts at Sangareddy, Medak District.

ix) Signature of the Parties

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

MEASUREMENT OF WORK AND PAYMENT THEREOF

1. A Measurement Book will be maintained in the Unit by the Contractor wherein he or his authorized representative will make entries regarding the work executed by him on daily basis under different heads.

2. The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.
 - (i) Payments will be made to the contractor on a monthly basis on the basis of work carried out by him.
 - (ii) All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
3. Short coming, if any, in the work executed will be pointed out by the designated employee to the Contractor to his authorized representative and the same till be rectified by him (other than watering) within three days to the satisfaction of the designated employee.

CONTRACTOR'S OBLIGATIONS

A) 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.
- 3) The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 4) The Contractor will provide uniforms / safety appliances to his employees.
- 5) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 6) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 7) The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work.
- 8) 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.
- 9) 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.
- 10) The contractor will ensure that the job is executed through the employees on his rolls and under no circumstances he will deploy any casual employee to carry out the job nor shall he sub-contract the job awarded to him.
- 11) 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.

Signature of Tenderer

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- 12) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 13) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 14) Water will be supplied by BHEL free of cost up to the last existing point. Thereafter, the contractor will make his own arrangements to distribute water wherever required.

B) STATUTORY

- 15) 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 etc. shall be complied with by the contractor.
- 16) The 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.
- 17) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
- 18) The Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and he shall cover his employees under the said codes.
- 19) The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.
- 20) The Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
- 21) 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.
- 22) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 23) The Contractor shall be solely responsible for non payment/ delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 24) 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.
- 25) 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.
- 26) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 27) The Contractor shall obtain license under CL(R&A) Act, 1970.

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount of **Rs.2.57,685/-** 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.
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.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence on _____ date and will remain valid for a period of One year till _____ date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be in the premises of BHEL. The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.

Signature of Tenderer

Issuing Officer

GENERAL INSTRUCTIONS

1. If the tender is made 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 is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenders 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 “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 fifteen days from the date of intimation shall entail forfeiture of the earnest money deposited.
4. Tenders shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work.
5. Tenderers shall keep the offer valid for a period of 90days 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 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.

Signature of Tenderer**Issuing Officer**

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.
11. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
12. BHEL reserves the right to terminate the contract at any stage without assigning any reason.
13. Tender should be submitted in sealed cover addressed to the DGM/ HE & Fab Planning and duly super scribed with the tender number, tender date, name of the work and due date of tender opening on the envelope. The tenders will be opened on tender due date at 13:30Hrs in presence of those tenderers who choose to be present at the Office of CMM, Vendor Complex, Near Administrative Building, BHEL Factory, Ramachandrapuram, Hyderabad.
14. The contractor must have phone facility at his office & residence or cell phone for proper communication.
15. 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 latest, by 7th during that paid month. B) PF compliance: as per latest instructions Employee provident fund schemes 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,
16. Contractor is wholly responsible for injuries/ death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss/ damage to the person arising out of accident for performing the contractual obligations.
17. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
18. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Ramachandrapuram, Hyderabad.
19. The contract agreement shall be entered with BHEL, Ramachandrapuram, and Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.

Signature of Tenderer

Issuing Officer

20. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. In case of any misbehavior or misconduct of any Person engaged by the contractor, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.
21. Any dispute arising out of this contract should be referred to the sole arbitration of, according to the instruction of Law department of BHEL.
22. In case of any suit or other legal proceeding arising out of and relating to the contract to be entered into, the courts at Hyderabad / Secunderabad / Sangareddy (Medak Dist). A.P only shall have the jurisdiction.
23. 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.
24. In case of breach of any of the terms and conditions of the contract, BHEL reserves the right to cancel the contract either in part or full.
25. 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 (according to works policy 2008). The claim period under the guarantee shall be valid for six months after expiry of the contract.
26. In the agreement no mention shall be made regarding the number or the sex of the laborers to be employed by the contractor. The agreement shall not contain provision to hire labour like number of men, category of men, and number of man days from the contractor for any type of work. All types of job work agreements shall be based on clearly quantified volume of work only.
27. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of labour.
28. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
29. The labour employed by the contractor, if found in abetting any of 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 Governments.
30. 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.

(SPECIAL CONDITIONS – SAFETY)

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brickwork. These items of work will have to be carried in the presence of the Engineer-in-charge.
3. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M
4. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
5. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
6. The contractor shall keep a supervisor always at work site.
7. Power shut down shall be taken before commencement of the work wherever power cables are running.
8. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

GENERAL TERMS & CONDITIONS

1. Contractor shall fully comply with the following (General Terms and conditions) and special instructions / enactments:
 - (a) Contract Labour (R & A) Act, 1971 and rules formed there under in A.P.
 - (b) Wage Rates not less than that notified by State Labour Department /from time to time.
 - (c) Payment of Wages Act.
 - (d) ESI Act, 1948.
 - (e) EPF Act, 1952
 - (f) Workmen's Compensation Act 1923.
 - (g) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.

2. The contractor shall obtain License from the Competent Authority if he engages 5 (Five) or more workmen.

3. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
 - (a) Form XII - Register of contractors
 - (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
 - (C) Form XIV - Employment card issued by contractor (rule 76)
 - (d) Form XVI - Muster Roll (Rule 78(1) (a) (i))
 - (e) Form XVII - Register of Wages (Rule 78(1) (a) (l))
 - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - (g) From XIX - Wage Slip (Rule 78) (b)
 - (h) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
 - (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
 - (j) Form XXII - Register of advance (Rule 78)(1) (a) (ii)
 - (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82) (1)

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice.

4. The contractor shall observe
 - (a) Weekly rest day
 - (b) BHEL List of Holidays.

5. Contractor shall obtain complete bio-data, of the labour employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the HR department /IR section through the contract executing officers before commencement of the work.

6. The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL / HR department. Entry permits of the labour are to be issued by the contractor with contractors monogram.

7. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to HR department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.

Signature of Tenderer

Issuing Officer

8. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified/conducted by the HRI department, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, or any other such authorities.
10. Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Post and Telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service there of upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
12. The contractor must satisfy him self 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 nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor him self.
14. Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official, is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the BHEL official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the BHEL for keeping materials under cover.
16. The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims there under.

Signature of Tenderer

Issuing Officer

18. In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act. VIII of 1923 whether by the contractor or by BHEL as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
19. No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer in charge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
20. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
21. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL official in charge of the work.
22. The contractor shall indemnify BHEL against all losses or damages sustained by BHEL resulting directly or indirectly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.
23. The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract labour. The contractor shall get himself licenced from the state Labour Commissioner as a contractor in accordance with AP contract Labour (R&A) rules(latest). It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being licenced as a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfillment to all statutory requirements including those contained in Labour Commissioner's notification No.(latest) in respect of employment conditions for contract labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract labour (Regulation & Abolition) Act, (latest) will make the agreement liable for immediate termination. Valid contract labour license shall be produced to BHEL for verification before entering into the contract.
24. 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.
25. The contractor shall obtain a separate Provident Fund. Code for his establishment and ensure implementation of provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under.

Signature of Tenderer**Issuing Officer**

26. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company of the extent of the loss incurred by the company.
27. The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
28. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the Contract.
29. The contractor shall be responsible to settle any grievances of the labour deployed by him.
30. The contractor shall provide the required safety equipment to the labours engaged by him.
31. Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract.
32. A copy of the model contract agreement between contractor and his labour shall be submitted to the personnel department.
33. **Safety Measures:**
 - (a) The Contractor shall provide the required safety equipment like helmets, uniform, safety belt, shoes, hand gloves, etc., to the contract laborers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.
 - b) Contractor has to obtain work permit for "working at heights above 3 meters from ground level" wherever applicable.
34. Whenever the term " CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company Official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.
35. The quantities mentioned in the agreement schedule are worked out from the relevant data in the Company and may or may not be the actual required for execution.
36. The Company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
37. 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 be from time to time shall be done by the Company official.
38. 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.

39. The Company shall have the privilege of ordering modifications, omissions, or additions 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 executions 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 material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an un-worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site 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 authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
45. 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 and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
46. 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.
47. It is open to the Company to lend or supply to the contractor any tools, implements, materials 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.

48. Any electric power required for contractors' machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
49. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
50. 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.
51. 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 bills due to him.
52. 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.
53. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the Company for sole arbitration and his decision shall be final and binding on the parties to this contract.
54. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.
55. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
56. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only.
57. The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such 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.
58. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
59. 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.
60. 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

Signature of Tenderer**Issuing Officer**

SPECIAL CONDITIONS

1. These special conditions supplement the conditions to tenders and contracts and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract. These special conditions shall prevail.
2. The quantities shown above are approximate and liable for variation.
3. All BHEL general conditions of the contract shall be applicable.
4. All rates quoted shall be finalized work in site inclusive of all leads, lifts and other incidental charges and those in general conditions.
5. Before quoting his rates of the work, the tenderer shall inspect the site of work and should satisfy him about the nature and scope of work to be executed. BHEL will not, however, after acceptance of a contract rate/ pay extra charges for any other reason. In case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
6. BHEL reserves the right to deviate whether by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
7. The contractor should engage labours who should not be less than 18 (eighteen) years of age.
8. Permissions for labour and materials shall be obtained in the prescribed formats.
9. The contractor must give a break of FIFTEEN DAYS for his workers, on rotation without affecting the work after completion of twelve months of contract period.
10. 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 HR Department.

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 tender specification and the clauses 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 thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions I/We, _____ enclose a income tax verifications certificate. I /We _____ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given.

 _____.

Signature of Tenderer

Address

Signature of Tenderer

Issuing Officer

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the Tender schedule and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all Specifications and General Conditions of contract, for the various items of works specified in the Schedule of work 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.

Date _____

SIGNATURE OF THE TENDERER

BHARAT HEAVY ELECTRICALS LIMITED
RAMCHANDRAPURAM: HYDERABAD - 32
HEAT EXCHANGERS & FABRICATION DIVISION
Technical and Commercial Bid

1. Name of the work & Tender Ref. No:..... :
2. Name of the Contractor / Firm..... :
3. Contact person :
Mobile No.
4. Permanent Address & Phone No.....:
5. Present Address & Phone Nos. (O) & (R).. :
6. Fax No.....:
7. E-mail ID.....:
8. Details of Registration with BHEL, if any... :
9. Details of Registration if any already:
having with MES / Railways / other PSUs
(Enclose Xerox copies)
10. Details of Labour License and renewals..... :
(Enclose self attested Xerox copies)
11. Details of Income Tax Assessment/:
Declaration copy for last year
(Enclose self attested Xerox copies)

Signature of Tenderer

Signature of the applicant
Cont ...

Issuing Officer

12. Turnover details for the last seven years and
Value of Contract & the Nature :
13. Annual turnover during 3 years period. :
Year 2010-11
2011-12
2012-13
13. APGST/ VAT No as applicable..... :
(Enclose self attested Xerox copies)
14. PF Code No..... :
(Enclose self attested Xerox copies)
15. Service Tax No:..... :
16. PAN No..... :
(Enclose self attested Xerox copies)
17. ESI Code No..... :
(Enclose self attested Xerox copies)
18. Contact person name :
(Incase conducting Reverse Auction)
Mobile No. :
Fax No. :
E-Mail ID :
19. Bankers Name, Address, Telephone No..... :
20. Works execution certificate of similar :
Nature if any from BHEL/any other firm Enclosed / not enclosed
Documentary evidence to be Enclosed

Signature of Tenderer

Signature of the applicant
Cont ...

Issuing Officer

21. Cash receipt/ Demand Draft/ Bankers' Cheque for Tender Document (Applicable if Tender is downloaded from BHEL Web, furnish details) : Enclosed / not enclosed
22. Cash receipt/ Demand Draft/ Bankers' Cheque details for EMD (Attach the document & furnish details) : Enclosed / not enclosed
23. Any other information.....: (Enclose addl. Sheet if required)

NOTE:

1. Technical Bids will be scrutinized by the department and incase the agency has not satisfied of the above conditions with documentary proof the bid will be rejected and their price bid will not be opened.
2. Without PAN No. and Service Tax Registration No. Contractor bills cannot be processed and payments will be held up.
3. Though some of the above documents 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.
4. All the relevant column shall be filled with proper information. The unfinished / wrongly filed / incomplete tender documents (technical / Price Bids) will be rejected.
5. BHEL reserves the rights to rejects any or all tenders in part or in full without assigning any reason.
6. BHEL reserves the right to reduce/ increase the quantum work mentioned in the document.
7. Party shall comply all legal statutory requirements applicable to execute the work before commencement of work.
8. 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.
9. Tenders submitted without EMD / Cost of document will be rejected.
10. Any corrigendum or extension of due dates will be posted on BHEL website only.

Signature of Tenderer

Issuing Officer

BHARAT HEAVY ELECTRICALS LIMITED

RAMCHANDRAPURAM:: HYDERABAD - 32

HEAT EXCHANGERS & FABRICATION DIVISION**PRICE BID**Enquiry for : Tube Insertion & Expansion in Heat Exchangers (Carbon, Steel, Nonferrous, Stainless Steel)

Ref No: HY/HEF/SP/TUBING/14-15

Date: 04.09.14

Sl. No.	CAT	Name of the work	Quantity (In no's)	Estimated Value (in Rs.)	Total Quoted Value (In Words & In Figures)	
					(Exclusive of all Taxes)	
1.	A	Straight Tube Insertion & Expansion	5952	91,125/-	Total Quoted Value (In Words)	Total Quoted Value (In Figures)
	B	U Tube Insertion & Expansion in LPH.	55918	11,49,674/-		
	C	U Tube Insertion in HPH.	85041	17,48,443/-		
	D	Finned Tube Insertion & Expansion in C.W.M	1872	1,13,218/-		
Total Tubing Value (CAT-A+CAT-B+CAT-C+CAT-D)				31,02,461/-		

Note:

- Reverse Auction will be conducted on Total Quoted Value (CAT-A+CAT-B+CAT-C+CAT-D).
- The Total Quoted Value will be divided as proportionally to BHEL Estimated Value.
- Rates are to be quoted **Exclusive of all Taxes**.
- Corrections/over writing of the figures/words should be duly attested by the tenderer. In case of discrepancy in figures & words the rates quoted in words shall only be considered by BHEL.
- Rate quoted shall be inclusive of minimum wages+ PF+ ESI +Supervisor charges + Safety Charge (PPEs) + leaves wages, bonus 20% as advised by HR-IRX circular etc...
- Nature of classification job is **un-skilled**.
- No increase in rate of DA / Wages hike shall be reimbursed to the contractor. Contractor shall anticipate such hike and quote in the tender.
- Tenderers are advised to carefully go through the terms and conditions enclosed.
- The above approximate quantities are valid for a period of 12 months.

PAYMENT TERMS:

- Payment will be made after verification of records, regarding work done and certified by the concerned authority and Billing will be done once in a month.
- The contractor shall record the executed work and get it certified by the concerned officials and get the sub-contract inspection report duly signed by the concerned inspector for processing the bills.
- Before billing, the contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipments to workmen.
- Payment to the workers by contractor to be made on or before 7th day of every month with out fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.

Signature of Tenderer

Issuing Officer

CAT	Description
A	<p><u>Name of the work:</u> Straight Tubes Insertion & Expansion in Condensers and other heat exchangers etc.,</p> <p><u>DESCRIPTION :</u> The work consists of tube plate holes cleaning, Boxes opening ,Cut Iron Strips as 1/2Mtrs Length, Dismantling of Boxes & Break as Civil Dept. requirement and Disposal to allotted area, tube ends polishing, reaming of support plate holes if necessary and insertion of tubes, drifting on both ends if required, tube extra length cutting and expansion. Recording of expansion readings wherever required. Replacing the defective tubes identified if any while testing with good tubes. Presence of Contractor during Hydraulic Test and Disposal of wooden scrap to specified area for up keeping of house. Contractor has to carry-out any type of relevant works according to the instruction of the concerned officials. Contractor shall arrange necessary Personnel Protective Equipments to his workmen.</p> <p><u>BHEL SCOPE:</u> BHEL will arrange electrical power supply, tools, expansion equipments, expansion tools, cutting equipments, cutting tools, compressed air, crane facility etc.,</p>
B	<p><u>Name of the work:</u> 'U' Tubes Insertion & Expansion in LP Heaters.</p> <p><u>DESCRIPTION:</u> The work consists of tube plate holes cleaning; Boxes opening ,Cut Iron Strips as 1/2Mtrs Length, Dismantling of Boxes & Break as Civil Dept. requirement and Disposal to allotted area, tube ends polishing if necessary, reaming of support plate holes if necessary and insertion of 'U' tubes and expansion. Recording of expansion readings. Presence of Contractor during Pneumatic Test and Disposal of wooden scrap to specified area for up keeping of house. Contractor has to carry-out any type of relevant works according to the instruction of the concerned officials. Contractor shall arrange necessary Personnel Protective Equipments to his workmen.</p> <p><u>BHEL SCOPE:</u> BHEL will arrange electrical power supply, tools, expansion equipments, expansion tools, cutting equipments, cutting tools, compressed air, crane facility etc.,.</p>
C	<p><u>Name of the work:</u> 'U' Tubes Insertion in HP Heaters</p> <p><u>DESCRIPTION:</u> The work consists of tube plate holes cleaning; Boxes opening ,Cut Iron Strips as 1/2Mtrs Length, Dismantling of Boxes & Break as Civil Dept. requirement and Disposal to allotted area, tube ends polishing if necessary, reaming of support plate holes if necessary and insertion of 'U' tubes. Disposal of wooden scrap to specified area for up keeping of house. Contractor has to carry-out any type of relevant works according to the instruction of the concerned officials. Contractor shall arrange necessary Personnel Protective Equipments to his workmen.</p> <p><u>BHEL SCOPE:</u> BHEL will arrange electrical power supply, tools, compressed air, crane facility etc.</p>
D	<p><u>Name of the work:</u> Fin-Tubes Insertion & Expansion in Cooling Water Module</p> <p><u>DESCRIPTION:</u> The work consists of tube plate holes cleaning, Boxes opening ,Cut Iron Strips as 1/2Mtrs Length, Dismantling of Boxes & Break as Civil Dept. requirement and Disposal to allotted area, tube ends polishing if necessary fin-tubes insertion, fixing of tube supports between the tubes, expansion, trimming, recording expansion readings. Assembly of promoters and Disposal of wooden scrap to specified area for up keeping of house. Contractor has to carry-out any type of relevant works according to the instruction of the concerned officials. Contractor shall arrange necessary Personnel Protective Equipments to his workmen.</p> <p><u>BHEL SCOPE:</u> BHEL will arrange electrical power supply, tools, expansion equipments, expansion tools, cutting equipments, cutting tools, compressed air, crane facility etc.,.</p>

Signature of Tenderer

Issuing Officer