			RAMAC	HANDRAPL	JRAM :: HYDI	ERABAD			
				<u>M&S</u>	- P&C				
			ABST	RACT OF	TENDER DE	<u>TAILS</u>			
Name	e of Work :	"COMMISSIO	NING & SUP	PLY OF AH V	VIRE ROPE DR	UM OF 15/	ST FAFECO EC	OT CRANE "	
_					1		1	1	1
Tender	Notice No.	M&S/P&C/20	19/09		15/4/2019				
C No.	Description				Enclosure det				
S.No.	Description				Enclosure del				
1	Vendor/Firn	n Details :							
	Vendoryrinn	i betuiis :							
2	Contact Per	son :							
3	Mobile No.								
-									
4	Email ID								
5	Document c	ost						(DD to be end	losed)
5	Document	031							loseuj
6	EMD							(DD to be end	losed)
7	Turnover De	tails certified l	ру СА					(Copies to be	enclosed
-									
8	Experience I	Details						(Copies to be	enclosed I
0	GST Registra	tion details						(Copy to be er	closed)
9	GST REgistra							(copy to be ef	
10	PAN Card De	etails						(Copy to be er	nclosed)
									<u> </u>
11	ESI Regn.det	tails						(Copy to be er	closed)
									L
12	PF Regn.det	alls						(Copy to be er	nclosed)
12	BHFL Vendo	r Code : (if ava	ilahle)						
15	SHEE VEHOU								
NOTE:	-VALID NSIC	OR MSME VE	NDORS ARE	EXEMPTED	FOR PAYMEN	T OF DOCU	MENT COST	& EMD.'	1
	-MSME (Inc	ase MSME ver	dor a cetific	ate by CA w	.r.t. recent Tu	rnover to b	e submitted)		
+	Signature of	the Contracto	r		+				
1			_						
1	1				1		1		

			NOT	ICE INVITIN	IG TENDE	r for wo	RKS CON	TRACT		
Nai	me of the	department	t : Maintenan	ce & Services						
Ter	nder No .	M&S/P&	C/2019/09	Dated	15/4/2019					
						lic Sector unde	rtaking hav	ing its Regist	ered Office	at Siri Fort
									art bid from eli	
				criteria as stip		-		p-		0
	the wo		-			, VIRE ROPE DR	LIM OF 15/5	Τ ΕΔΕΕΓΟ ΕΟ	T CRANE "	
2	-			onsisting of tv and Tender 1			taining Tech	nical bid as P	art A & Price	bid as Part
	Up to 10.	00 AM on or	before	10/5/2019	at vendor co	omplex, beside	es administr	ative building	,	
	BHEL, Ra	amachandra	puram. Tech	nical bid will b	e opened at	1.30 PM on t	he same da	te and furthe	er information	if any, may
	be obtair	ned from the	e office.							
3	. The ten	der docume	nts are also a	vailable in the	e Web Site of	BHEL www.b	hel.com. The	ose who wish	to download i	in the same
	may do s	o. While sul	bmitting the t	ender docum	ents, a dema	nd draft/cash	paid at BHE	L cash office t	owards cost o	f tender
			-						nd draft for th	
									rief scope of th	•
		ion is provid			,					
1	The salie	nt features o	f the tender d	ocuments are a	as follows ·					
-		inviting Ter		ocuments are a	us 10110 w 5 .					
		ction to Ten								
	,	ral terms and								
	· ·			Contractor						
		-	nsibilities of (Contractor						
	v) Manp									
		act Work de								
			fering technica							
	· •		d conditions of	of Contract						
	ix) Price	Bid Format								
	x) Declar	ration by Co	ntractor							
	xi) Perio	d of contract	t							
			y with contrac	t						
	xiii) Payı	ment to Con	tractor							
	xiv) Sub-	-contract								
	xv) Statu	tory require	ment							
	xvi) Cop	y of agreeme	ent between B	HEL & Contr	actor					
5	A set of t	ender docu	, ments (non-tr	ansferable) m	hay be purcha	ased on any w	orking dav (Monday to Sa	aturday) betwe	en 09:00
					• •			•	escribed Tende	
						"BHEL-RC PUR				
							,			
c	In case +	ander docu	ments are rea	Lucited by par	+ BHEI HDE	D chall not ha	responsible	for any dolay	due to any re	25005
0										dSONS
	Includin	g postal dela	ay) either in re	eceiving the A	sency's requ	est nor receip	it of tender (locuments by	the Agency.	
	(Cianat		ation of Office	(al)						
┣—	Signatu	re & Designa	ation of Offic	iai)						
1				1						

CONTENTS	
CL No.	
SL. No.	Description
1.0	Notice Inviting Tender
1.0	
2.0	Prequalification requirements
	Instructions to Tenderer
2.1	
3.0	General terms and conditions
3.1	Eligibility Criteria
3.2	Earnest Money Deposit
3.3	Security Deposit
3.4	Statutory Requirement
3.5	Manpower
3.5.A	Safety Safety
3.6	Period of Contract
3.7	Failure to comply with Contract
3.8	Payment to the Contractor
3.9	Sub-contract
3.1	Laws governing the Contract
3.11	Legal Jurisdiction
3.11	
4.0	Duties & Responsibilities of Contractor
5.0	Contract Work Description – Schedule "A"
6-A	Pro-forma for offering Technical bid
6-B	Special Terms & Conditions of Contract
6-C	Pro-forma for Price Bid
7.0	Declaration by Contractor
Signature of the Contractor	
+ + +	

1.0 NO	TICE INVITIN	IG TENDER							
 i. Tende	r Number & o	date		:	M&S/P&C/20	019/09	Dated:	15/4/2019	
ii. Name	of the Work	:		:	"COMMISSIC 15/5T FAFEC			VIRE ROPE DR	UM OF
 iii. EMD	:			Rs.	2400				
 iv. Appro	oximate Estir	nated value o	f work	Rs.	116000				
v. Cost c	of tender doc	uments :		Rs.	200				
 vilasto	late for sale	of tender doc	uments	:	9/5/2019	time :14.00	hrs		
					5, 5, 2025				
vii. Last	date for rece	ipt of tender		:	10/5/2019	time: 11:00	Hrs		
viii. Date	e, time and p	lace of tender	r opening	:	10/5/2019	14:00 Hrs V	endor Complex	, Admn Bldg	
ix. Contr	act Period			:	4 MONTHS				
x. Maint	enance peric	od :		:	NIL				
		FION REQUIE	DENJENITC						
averagir ii) Partic and exp	ulars of expe	er. In the 3 ye rience / crede ficate of the w	ears turnover, entials for the vorks to be er	previous ye	ar turnover is o uted of similar	compulsory. nature duri	(Rs.34800=00	dered as "O" (Z)) han 7 years (C e in which app	ompletio
		either of the pleted works		not less tha	n the amount	equal to 40	% of the estin	nated cost.(Rs	.46400=0
 OR									
	imilar comn	leted works e	ach costing n	ot less than	the amount e	qual to 50%	of the estim:	ated cost.(Rs.!	58000=00
 OR	imilar eccert	ot od	ating not lass	+		000/ -f +L -	octinent-d ···	ost.(Rs.92800=	00)
c. One s	imilar compi	eted work co	sting not less	than the an	nount equal to	0 80% of the	estimated co	st.(Ks.92800=	00)
 d. Exper	ience certifi	cate issued by	/ BHEL. RC Pu	ram in case a	anv work exec	uted in BHEI	. RC Puram fo	or past three y	ears. Anv
-					alification fact			/	.,
In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS, PO's.									
e) Simila	ar Work Mea	ins :	Experience i	n Design,Su	pply & Comm	issioning of	EOT Crane of	Minimum 5T	Capacity
					also the offer o iilable on BHEI			e the services	of the
iv) GST	Registration	certificate iss	ued by Comp	eteny Autho	rity				
v) PAN N	lo. (In case n	ot available, p	proof of havin	g applied wi	th acknowledg	gement from	concerned).		
	Signature of	f the contract	<u>or</u>						
			1	1	1	1	1	1	

	2.1 INSTRUCTIONS TO TENDERER
	2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
	Part 'A': Techno-commercial Bid-To be submitted in sealed cover to open on . 10/5/2019
	Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.
	2.1.2 Part 'A' must be duly completed and super-scribed "Tender Enquiry No. M&S/P&C/2019/09
	dated 15/4/2019 Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price/ rate in the
	PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender
	which does not comply with the BHEL's Terms & Conditions may be rejected.
	2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate
	sealed envelope super-scribed "Tender Enquiry No M&S/P&C/2019/09 Dated : 15/4/2019
	Part 'B' - Price Bid ".
	2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
	2.1.5 Part 'B'- the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
	2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.
	2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
	2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.
	2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
	2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms & conditions, which form part of the Agreement.
	2.1.11 All entries in the tender document should be in one lnk. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
	2.1.12 The price/rate should be quoted in figures as well as in words.
	2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer.
	2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope
	and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Sr.Manager/M&S-P&C, BHEL, RC
	Puram, Hyderabad-32 so as to reach on or before 10:00 hrs. will be opened at the specified date in the presence of the
	tenderers or their representative who are notified to attend the tender opening.
	2.1.15 For any further details required, P&C section, M&S Division, 02 Annexe Ground Floor, BHEL, RC Puram, Hyderabad-32
	may be contacted in person or through Telephone Nos.040-23183809/2928
	2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also
	reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any
	reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found
	not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be
	rejected. BHEL's decision in this regard shall be final and binding.
	BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of
	previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such
	as non-payment of wages within time, non-payment of ESI,PF contribution , Non payment of bonus) and backing out from
	contract after reverse auction or after receipt of Service PO / entering of agreement etc.,
\vdash	Signature of the contractor
┢╌┡╍	Signature of the contractor
4	

	2.1.17 P	RICE BID - Th	ne tenderers a	re required to	o submit the	r quotation fo	or all the iter	ns listed in th	e Price Bid for	mat given
	along w	th the tende	r documents.	The price sho	ould be quote	ed for Tender	charges in E	xcess/Less/At	per on our es	timated
	price - c	ontractor sh	ould not expre	ess any difficu	ulty in execu	tion of the cor	ntract.			
	2.1.18 T	he Minimum	Wages as per	statute or Bl	HEL FAIR WA	GES revised (v	whichever is	higher) from	time to time a	ire payable.
	The tend	derer would	be required to	pay allowan	ces/incentive	es as decided a	and commur	nicated by BH	EL.	
	2.1.19 V	ALIDITY OF R	ATES: The rat	es quoted she	ould be valid	for 120 days	initially from	the date of o	opening of the	Techno-
	Comme	rcial bid.								
	2.1.20 T	he tenderer	will be require	d to quote th	e Tender ch	arges on our t	otal estimate	ed value (bot	h in figures an	d words).
				·		0			0	
	2.1.21 R	EVERSE AUC	TION: BHEL re	eserves the ri	ght to go for	Reverse Aucti	on (RA) inst	ead of openir	ng the sealed	envelope
								•	ders to give th	•
									ation of their b	
	-								have given the	
									who have giv	
									the Reverse Au	
									s and will invit	
							-		f on-line seale	-
		er is less.		gue. Start pr		SC Auction W	ii be the esti		i on fine scales	u bius,
	whichev	ei 13 less.								
	2 1 22 0	ISCREPANCY	IN WORDS &							
							there is di	screnancy he	tween the unit	nrice and
					-				prevail and th	-
									ected accordi	-
		-	nt of the decir			-				Bly. un
	Obvious	misplaceme	int of the deen		ie unit price,	in which case	. the total pi		1 511011	
	ii) If the	e is an error	in a total corr	esponding to	the addition	or subtractio	n of subtota	ls the subtot	als shall preva	ail and the
		all be correct		coponding to				is, the subtor		
				n words and	figures the :	amount in wo	rds shall nre	vail unless th	e amount exp	ressed in
					-				i) and (ii) abov	
						-			ich the bidder	
							-		r, the bid is lial	
			e above intes a					the purchase		
	ignored									
	2 1 22 14	/horovor it ic	quantity baca	dwork inclu	ding main w	ork and cub y	ork that on	doror chould	quote his rate	c against
			in as well as s		-	OFK and Sub-w	ork, the ten		quote nis rate	s against
										!
								-	tem keeping in	
					-	-			nd other payn	-
		er obligation:	s as per the sta	atutory provis	sions and arr	ienaments th	ereto and al	so as directed	d by BHEL fron	i time to
	time.									4 h a 1 a 14 a 1
			-		u act to one	or more contr	actors simu	itaneously as	deemed fit at	ule mitial
\vdash			ontract period		which in the	haically	ontable	upuost- El-	Further DUC	alco
			-					unworkable.	Further, BHEL	also
	reserves	the right to	reject any or a	all tenders wi	thout assigni	ng any reason	is thereof.			
\vdash	2 4 27 2			الد امد .			ale contra e a Uni		ا م ا م العاني الم	
			-	ancel the con	tract at the i	nitial stage or	ouring the o	contract perio	od without assi	gning any
		o the tender								
	2.1.28 V	/herever pre	scribed forma	ts are specifie	ed for the ter	nderers use, h	e shall use t	he same for n	naking his Cla	ims.
\square	2.1.29 T	ender docum	nent should be	e complete in	all respects.					
	_									
		<u>Signat</u>	ure of the con	<u>tractor</u>						

2.1.30 S	uccessful ter	nderers shall e	enter into an A	Agreement o	n stamp pape	r of 200/- fo	r having accep	oted the rates,	terms and
		ntract as per t							
2.1.31 T	he Offers sho	ould be in full	conformity w	vith the term	s and conditio	ns of this te	nder. No cont	ra conditions a	are
accepta	ble. Incorrec	t and incomple	ete tenders a	re liable to b	e rejected. Te	nders not su	bmitted in th	e prescribed fo	orms will be
rejected									
2.1.32 B	HEL reserves	s the right to a	accept or reje	ct any tende	r in part or ful	at their disc	cretion withou	ut assigning an	y reason.
 2 1 33 If	a tenderer d	heliherately gi	ves wrong inf	ormation in	his tender or (reates cond	litions favoral	ble for the acce	entance of
his tend	er, then BHE	L reserves the	e right to rejea	ct such tende	er at any stage				
2.1.34 lf	the tendere	r indulges in a	ny unethical	practice for s	securing the co	ontract, the	offer of such	tenderer shall	be rejected.
2.1.35 A	ny written co	ommunicatior	n required to	be sent to th	e contractor i	n writing sha	all be sent at t	he address m	entioned on
	•					-		PEP for the co	
purpose	s or to his e-	mail address.					-		
2.1.36 S	ITE VISIT:								
a. Befor	e quoting, th	le tenderers a	re advised to	inspect the s	ite of work an	d its enviror	nments and b	e well acquain	ited with
								lures & practic	
	-	•	-	•			•	s wherever ap	•
and spe	cifications ar	nd all other do	cuments whi	ch form part	of the agreen	nent to be ei	ntered into su	bsequent to a	ward of
work. Th	ne tenderers	shall specially	/ note that it i	s the tender	er's responsib	ility to provi	de any item v	which is not spe	ecially
		, ecification or			•		•		,
			0.		•	•			
b. The te	enderer/Bidd	der and any of	his authorize	d personnel	or agents will	be granted	permission by	the BHEL to e	enter upon
					-	-		he, his person	
-								loss of or dam	
property	y, and any ot	her loss, dam	age, costs, an	d expenses i	ncurred as a r	esult of the i	inspection.		-
c. The B	idder should	inform the BH	HEL at least 2	days (time n	nay be fixed in	consultatio	n with tender	issuing author	rity) in
advance	about the p	roposed site v	isit. The Bidd	er, at his ow	n responsibilit	y and risk is	encouraged t	o visit, inspect	t and survey
the Site	and its surro	oundings and s	satisfy himsel	f before subr	nitting his bid	as to the fo	rm and nature	e of the Site, th	ne means of
access t	o the Site, th	ie accommoda	ation he may	require, etc.					
d. In ger	neral, Bidders	s shall themse	lves obtain a	ll necessary i	nformation. A	Bidder shal	l be deemed t	o have full kno	owledge of
the Site,	whether he	inspects it or	not and no e	xtra claims d	ue to any misi	understandi	ng or otherwis	se shall be allo	wed. The
				own expense	. Any deviatio	ns of inform	ation in the re	eport and the a	actual site
will not	be the respo	onsibility of the	e BHEL	r	•	1		•	
3.0 GEN	ERAL TERMS	S AND CONDI	TIONS						
i) Contra	actor shall ob	otain Labour L	icense (Centr	al / State Go	vernment) bei	ore comme	ncement of w	ork as applica	ble.
ii) In cas	e Contractor	r engages labo	our from outsi	de Telangan	a State to exe	cute the sai	d work, he is	required to ob	tain licence
under In	iter State Mi	grant Workme	en (RE&CS) Ad	ct 1979					
iii) The t	enderer shal	I keep the cor	ntents of his t	ender and ra	ites quoted by	him to be k	ept confident	ial	
	Signature	of the contrac	tor						

	iv) All	expenses in pr	eparation and	submission of	of bids and v	isits to the off	ice or any pl	ace in connec	tion with the p	preparation				
	of Bid	shall be borne	by Bidder. BH	IEL in no case	shall be resp	oonsible or lia	ble for these	e costs regard	less of the out	come of				
	the Bi	dding process												
	v) The	v) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language												
	only.													
	3.1 EL	IGIBILITY CRIT	ERIA											
	3.1.1	n case the con	tractor is a Pa	rtnership Firn	n or a Compa	anv. the same	should be a	registered un	der the relev	ant Indian				
		ership Act 1932						-						
								5	-,					
		business consecutively for the past three years. 3.1.2 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN												
		number allotment letter shall be submitted along with the tender documents.												
		3.1.3 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration.												
		court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration.												
	During the course of work, if any such information comes to light, the contract may be terminated.													
┝┼┠	211	The opinion / d	locicion of DU	I rogarding +	he hid chall	ha final and as			ho right to roig	oct any or				
	3.1.4 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason													
┝╌┠╴	all the bids at any time without assigning any reason.													
	3.1.5 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in													
		writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.												
		<u>quently, the co</u> For the works v			uro and whi	ich roquiro roq	ular intorac	tion and mon	itoring the co	ntractor				
									-					
		have an Office/	Establishmeni	п пуцегара	u. Absence o	i such an arra	ngement ma	ly lead to disc	quanneation of	the				
	Tende							[
	2 2 5/													
		An amount of	1	towards EN	 D chall ha ci	hmittad by D	omand Draf	 + /						
		r's cheque dra				ubmitted by D			octricale Limit	od"				
		le at Hyderaba												
		any interest.	u anu shan be	enclosed to		iu. No other in	leans of pay	inent shan be	accepted. Elvi					
		Tenders receive	ad without EN	1D as specifie	d ahove shal	l he rejected	If FMD accou	mnanies nrice	hid such hid	s shall not				
		nsidered and w												
		ied and unoper			t in nice with		u ioi, the Li	nd as well as	the quotation	S WIII DE				
		EMD of unsucc			rned nromnt	ly upon award	l of Contract	and FMD of	successful hid	lder will he				
		ied upon the bi							Succession Die					
	licturi					shing the requ	isite securit	y deposit.						
	3.2.4	EMD may be fo	orfeited if after	r opening of t	enders, a ter	nderer revoke	s his tender	or increases h	nis earlier quot	ed rates or				
		acceptance of h												
⊢┠	3.2.5	The EMD will b	e forfeited if t	he accepted t	ender is wit	hdrawn. If only	v a part of th	ne work inclu	ded in the tend	ler had				
		awarded to the		•										
┝┼		MD will be forf						it or commer	ice the work w	vithin the				
		as per Service					,							
	Signat	ure of the cont	tractor	<u> </u>										
╞─╄━														
														

3.3 SECURITY DEPOSIT
3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in
the Service PO. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit 5% of the
order value.
 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing . EMD will be converted into
security deposit.
3.3.3 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.
3.3.4 Security Deposit may be furnished in any one of the following forms.
i) Pay Order, Demand Draft in favour of BHEL
ii) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
iii) 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
iv) 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.
v) Security Deposit can also be recovered at the rate 5% 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.
vi) 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.
3.3.5 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.
 3.3.6 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.
3.4 STATUTORY REQUIREMENTS:
3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., /
State Govt., (whichever is higher) payable to workmen.
 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus if any, (% as prevailing in BHEL
RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, GST and other applicable taxes, BHEL Fair Wages prevailing at the time of
payment or arrears thereof, declared Holidays, leave, Telangana state Labour Welfare Fund etc.
payment of arrears thereof, declared holidays, leave, relangand state Labour wenare rund etc.
3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act
1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment
of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State
Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any
other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required
by the Company shall produce the registers and records for verification and comply with other directions issued by the
company for compliance of the statutory provisions.
company for compliance of the statutory provisions.
company for compliance of the statutory provisions.
company for compliance of the statutory provisions. Signature of the contractor

	3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the
	laws, or any omission or commission or inability on the part of the Tenderer or his representative.
	3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be
	maintained under various statutes in order to enable scrutiny by the Company whenever required.
	3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-
	observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill
	will be deferred despite other legal action.
	3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
	3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for
	accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus (Contractor has to bear the
	Bonus expenditure), leave etc.
	3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay
	Bonus to his workers if applicable. The bonus element is to be considered in the quote and BHEL shall not reimburse any
	amount towards this. The bonus amount payable shall be Under Contractor's Scope.
+	2.4.40 The tendence will have to extend acid Netlevel Unities and Festivel Unities and the start of the second
	3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Pules thereof. However, if due to exigencies of work the
	direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the
	contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
-	3.4.11 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new
	taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in
	accordance with the provisions of new laws (e.g., GST).
	3.5 MANPOWER:
	3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not
	engage a person who is less than 18 years of age.
_	3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the
	contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
	3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the
	Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will
	in no way be responsible for settling the dispute either statutory or otherwise.
	3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee
	the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise
	his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to
	be borne by the Contractor.
	3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or
	otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of
	employment or termination of employment of his employees and for statutory payments.
+	
	3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor
	to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
╇	
	3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such
	as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
	investigation and persons round guilty of oriences involving moral turpitude shall not be engaged for executing work.
+	
	Signature of the contractor

	3.5.8 The Contractor shall comply with all the		-				
	the company from time to time wherein the	Contractor or	his workmen h	appen to be	e operating / v	working. In the	event of
	any of the workmen of the contractor violati	ng any of the s	aid rules and r	egulations,	the Contracto	or would be rec	juired to
	remove forthwith such workmen from the co	ompany's prem	nises.				
	3.5.9 Out of total manpower to be deployed	the Contractor	r shall to the e	xtent possib	le to deploy 1	5% scheduled	castes and
	7.5% of scheduled tribe community.						
	<u>3.5. A. SAFETY:</u>						
	(i) All safety equipment such as safety belts,	helmets & oth	er equipment ((as required	for this work) are to be prov	ided by the
	contractor & used as per requirement.						
	(ii) Any casualty or damage caused to the pro	perty or perso	on by any unto	ward incide	nts while exec	cuting this cont	ract will be
	at the contractors risk & cost.						
	(iii) Violation of applicable safety, health & end	nvironment re	lated norms, a	penalty of 5	5,000.00 (Rup	ees Five thous	and) per
	occasion shall be imposed.						
	(iv) Violation as above resulting in any physic	al injury a pen	alty of 0.5% of	the contrac	t value shall l	pe imposed (m	aximum of
	20,000.00) per injury in addition to 5,000.00						
	(v) In case of fatal accidents, a penalty of 1%	of the contrac	t value (maxin	num of 10,00	0,000.00 (Rup	ees Ten lakhs)	per fatality
	in addition to 5,000.00 as mentioned above.						
	3.6 PERIOD OF CONTRACT						
	i) The contract shall be, initially, for a period		4 MONTHS				
\vdash	ii) BHEL is at liberty to terminate the Agreem	ent by giving 3	U days' notice	in writing.			
	3.7 FAILURE TO COMPLY WITH CONTRACT						
	i) Notwithstanding anything contained in any						
	failure on the part of the Tenderer in dischar						-
	or going into liquidation. The decision of the	BHEL about th	e failure on th	e part of the	e Tenderer sh	all be final and	binding on
	the tenderer.						
	ii) In case of any damage to the existing build	-					
	from contractor's end directly or indirectly, t						
	there is any work stoppage in any area of the	e Plant due to t	he fault of the	contractor,	the contracto	or is liable to co	ompensate
	the same.						
	iii) In the event of any failure on the part of t			-			-
	remedies, to get the work done through any						
	losses on this account. The additional cost, lo				ered from the	bills, security	deposits,
	other dues, directly from the Tenderer or by	initiating appr	opriate legal a	ction.			
	3.8 PAYMENT TO THE CONTRACTOR i. Normally, the periodicity of payment to the	contractor ch	all be on a cal	ondar month	hacic The C	optractor shall	raise the
	bill for payment as per the contractual terms						
		& conditions i	mentioned in t	ne contract,	, which should	a be duly certil	led by the
	BHEL official in charge of the contract work. In certain cases due to direct association of	work with cust	omor project	navmont is i	made after co	mplotion of w	ork. In such
							UIK. III SUCII
	cases same will be specified in the NIT/enqui The Contractor shall raise the bill for paymer						ract duly
	supported by attendance sheet for all the colleged during each day on the job and the						
	Contract is to be expressed both in terms of						
	ensure that the contractor discharges all the						
	the same time required output in terms of ur	ints, torinage e			Unelate achie	even output vis	-d-VIS
	desired output. Following conditions shall be adhered strict o	luring the cont	tract poriod				
	a. In case there is fall in the achieved output			tractor is to	ho warnod in	two spolls	
	b. If the unsatisfactory performance repeats				be wanted in	two spens.	
	b. If the unsatisfactory performance repeats		bie to be shor	t closed.			
┠┼╴	Signature of the contractor						
┝┼╴						+	1
- 1							
	iii. The Contractor shall provide two pairs of	stitched Unifo	rm to each of	l his workmei	l n and catering	g cap as specifi	ed by BHFI
	iii. The Contractor shall provide two pairs of The Contractor is required to submit proof of						
	The Contractor is required to submit proof of	f expenditure i	ncurred and a	cknowledge	ment from his	s workmen for	providing
	The Contractor is required to submit proof or stitched uniform. If contractor fails to provid	f expenditure i e the said stitc	ncurred and a hed uniform, F	cknowledge Rs.1000/- wi	ment from his Il be deducted	s workmen for d as penalty ag	providing ainst each
	The Contractor is required to submit proof of	f expenditure i e the said stitc d. BHEL shall n	ncurred and a hed uniform, F	cknowledge Rs.1000/- wi	ment from his Il be deducted	s workmen for d as penalty ag	providing ainst each

 its rules v. The c standar contract If contra	if applicable ontractor sh d specified b tor is require	e for contract all provide Pe by BHEL safety ed to submit p	period. The b rsonal Protect department a proof of exper	onus elemen tive Equipme and two pairs nditure incur	nt including our of socks to al red in providin	ne helmet, c Il his workm ng Personal I	ope. one pair per y en during the Protective Equ	nt of Bonus Ac ear safety sho contract perio uipment to his en engaged du	e of od. The workmen.
contract only.	ts, the execu	ition and billir	ng process for	payment to		will be carr	ied out by res	departments. pective user d	
Signatu	re of the cor	<u>ntractor</u>							

-	3.9 SUB-CONTRACTING
	The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm
	or company without the previous express written approval of BHEL.
	3.10 LAWS GOVERNING THE CONTRACT
	i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
	ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to
	time. iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through
	Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the
	provisions of Arbitration and Conciliation Act, 1996.
	3.11 LEGAL JURISDICTION:
	i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have
	arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the
	above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP /
	BHEL PE&SD is situated and no other court shall have the jurisdiction.
	4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:
	4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this
	document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper
	and complete compliance.
	4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue
	appropriate Appointment Letter to his Workmen.
	4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein
	shall be maintained by the contractor:
	(i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent
	by the contractor to the HR Department (Rule 75).
	(ii) A register of workmen Form XIII (Rule 75)
	(iii) Employment card Form XIV (Rule 76)
	(iv) Service Certificate Form XV (Rule 77)
	(v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
	(vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy
	to HRM Department regularly.
	(vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available
	even after the contract is over for verification.
	4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to
	welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
	4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or
	appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR
	Department.
	4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the
	provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The
	contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI
	authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract
	labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI
	contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the
\vdash	ESI authorities.
⊢╂	Signature of the contractor
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	4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
	4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
	4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensur the compliance of the ESI Act and rules made therein.
	4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
	(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
	(ii) Annual Return in Form 6A along with Form 3A.
⊢–	(till this procedure is discontinued by the PF authorities)
	4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneou
	Provisions Act 1952, Employee's Pension Scheme 1995.
	Declaration of Nomination, Form No.2 Para 33 and 61 (1).
	Attendance.
	Wage Register.
	Any other documents / registers as required 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's
	contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Ac 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948. (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said
	act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
	(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
	(iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
	4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the par of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for furthe tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.
	4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract and to keep al the records in Form C as per the said Act.
	Signature of the contractor

	4.15 The	contractor	will be require	d to contribu	ite towards g	ratuity payme	nt of his em	plovees (cont	tract workers)	required as
									the Act. In case	
									Bonus on last	
	day.		y entrier side, t		i shali settle	an dues paya		nen meruumg	bonus on last	working
		ase the cont	ractor employ	vs women he	will dischar	a his obligatio	n under lav	v in respect of	f such women	workers
									9 hours per da	
		•	acility, grant o		•				s nouis per u	~ , ,
	provisio	in or creene n	acinty, grant o	indecimity is		ales etc.				
	4.17 The	Wage perio	d for the Wor	kmen of Con	tractors enga	aged on long c	ontracts sha	ll be Calenda	r Month and th	าค
		• •			-				ige month (on	
									, if the 7th day	
			-	-					(EFT) of his Bil	
									ne Bank Accou	
			s associated v							
	4.18 The	e Contractor	shall be requir	red to issue n	nonthly Wag	e slips /OT Slin	os to their w	orkmen. the	contractor wo	uld be
									HPEP, RC PU	
	32.								-	
	4.19 In (case contract	or fails to mal	ke payment o	f wages to h	is employees o	or remittanc	e of contribut	tion to the con	cerned
					-				discharge the	
	the cont		-,,,		,			,	0	
			f the contract	ors shall wea	r uniform wł	nile attending of	dutv in BHEL	. campus. The	uniform shall	be
						-			wearing of the	
			e BHEL premi		,					
	-				of iniury sust	ained by an ei	nnlovee of t	the contracto	r will be exclus	ively that
		ontractor.	compensation		or injury sust	unica by an ci	inployee of t			
	_			AYS (as decla	red by BHFL). The contract	or will give	naid National	Holidays and	Festival
							-		he exigency of	
									ay wages as pe	
			of the said Act		,,		,,		-,	,
					August 26t	h lanuary 2nd	October an	d 1st May (M	ay day) if Govt	declares
									tract. Accordin	
									act worker wor	
						dditional wage				
				,,				,.		
	4.24 In a	addition to th	e above holid	lavs mention	ed at Clause	39. in the ever	nt the Centra	al / State Gov	ernment decla	res anv
									e tenderer/con	-
							•		while quoting	
	tender.									
		NERAL ELECT	IONS: If the g	eneral electio	ons are held f	for State Asser	nbly / Parlia	ment and Go	vernment decl	ares a
			-						"First" shift or	
			-			-			chise during th	
	time.		-		-				2	
┝┨─	4.26 The	Contractor	shall maintain	the following	g Document	s. Registers. Fr	orms as requ	ired under th	e FACTORIES A	Act 1948
		es 1950 there				.,				
	-	Register For								
		ination Form								
	1									
	Signatu	re of the con	tractor	•						
┝╴┡━╸										
	1	1	1	1	1	1		1	1	

	4.27 The c	ontractor	will extend lea	ve with wage	to his work	ers @ of one o	lav for everv	/ 20 days wor	k. To facilitate	the proper
				-					ntractor will pa	
						at the end of				ay the un
	avalled pol			ing with mon	uny wages /	at the end of	contract per	100.		
	1 29 Contr	actor bac t	to oncure that	all his workp	on are gran	tod one day w	ookly off oft	or overy 19 h	rs. of working.	Tho
					-				of wage in acco	
		-						•	-	bruance
	with the pi		of Section 59 0	i the Factorie	es Act, 1948	read with the	relangaria F	actories Rules	1950.	
	4 20 The e	ontroctor	hall fallow co	fativities and	l rogulations		and of Facto	rice Act 1040	and Dulas at	his own
					-				, and Rules at	
		nd arrange	for the safety	provisions a	s appended	to these condi	tions or rule	is framed by t	he governmen	t from time
	to time.									
									piry of the cor	
									SI and applica	
									contractor, th	at in case
	of Claims f	rom any o	f the statutory	authorities,	the same wo	ould be indem	nified by the	Contractor.		
			inform his PA	N to BHEL. In	icome tax as	applicable wi	l be deducte	ed at source b	y BHEL from t	ne bills of
	contractor									
		-							ould be produc	
	demand be	efore the l	nspector or ar	ny other auth	ority under t	he Act, failing	which the c	ontract may b	e terminated	without any
	notice.									
									act giving deta	
						ent and Preser	nt Address, D	Date of Birth,	Qualification,	Caste-
			PF No. and the							
	4.33 The c	ontractor s	shall abide by	all the labour	·legislations	and other law	s including t	he provisions	of Contract La	abour
									linimum Wage	
	ESI Act, 19	48, Emplo	yee Provident	Fund Act, 19	52, AP Laboι	ur Welfare Fur	id Act, Paym	ent of Bonus	Act 1965, Pay	ment of
	Gratuity A	ct 1972, ar	nd other releva	ant Acts appli	cable to his	workmen und	er this Contr	act.		
									n	
						osecutions etc				
	4.35 The c	ontractor s	shall promptly	furnish all in	formation ar	nd document i	equired by l	BHEL authorit	ies for the pur	pose of
	complying	with the r	esponsibilities	of Occupier	of the factor	y and shall rer	nder all the r	necessary assi	stance for the	same.
				• •					do not cause	
	theft or da	mage to a	ny company's	property. The	e contractor	will also be re	sponsible fo	r the good co	nduct of his w	orkmen.
	4.37 The c	ontractor s	shall ensure a	nd maintain u	ininterrupted	d progress of t	he work in a	ccordance wi	th instructions	given to
	him on bel	half of BHE	EL from time to	o time.						
T	4.38 In cas	e the cont	ractor makes	default in cor	nmencing th	e work within	the time sp	ecified by BHE	EL without any	reasonable
	cause, disp	outes any o	of the terms a	nd conditions	of the contr	act or refuses	to execute t	the contract o	or any part the	reof at any
	stage, the	contract sl	hall, without p	rejudice to a	ny other righ	it or remedies	available to	BHEL, be liab	le to be cance	lled /
	terminated	d in part or	in whole. In t	he event of s	uch cancella	tion / termina	tion of conti	ract, the conti	ractor shall be	liable; to
	compensat	te BHEL fo	r all losses inc	urred by BHE	L including t	he loss suffere	d on accour	nt of having th	e work execut	ed through
									es of the work	
								-	ted by the con	
					- •					
	Signature	of the con	tractor							

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┝╴┠─	4.39 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable
	cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any
	stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled /
	terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to
	compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through
	any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case
	only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
	4.40 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by
	him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the
	clearence and the payment of the Bill.
	4.41 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted
	from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any
	other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the
	contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter
	pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security
	deposit.
⊢┠	4.42 During the surrough of contract if the contractor is pularded any other ish work contract in DUFL, the contractor will
	4.42 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will
	have to inform the designated BHEL official before accepting the other work.4.43 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum
	equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a
	week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
	4.44 In case of any extra work executed by the contractor, No extra amount will be paid by BHEL.
	4.45 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
	4.46 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a
	worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction
	made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract
	Labour regulations.
	4.47 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far
	as possible, workers shall be engaged from the local areas in which the work is being executed.
	4.48 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL
	premises.
	4.49 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if
	necessary arrange insurance at his own expense.
	4.50 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may
	be noticed within the period of the contract.
	4.51 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
	4.52 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven
	days' notice in writing.
⊢┠	4.53 ARBITRATION: 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/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and
	Conciliation Act, 1996 and amendments thereto. 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 Arbitrator /Arbitral Tribunal 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.
	Signature of the contractor

			<u>6-A TE</u> CI	INO-COMM	ERCIAL BID A	PPLICATION			
To,									
Bharat F	leavy Electric	als Limited							
H.P.E.P.,	RC PURAM,								
HYDEDR	ABAD-32								
Dear Sir,									
I / We he	ereby offer to	carry out the v	vork	COMMISS		IPPLY OF AH	WIRE ROPE D	RUM OF 15/5	T FAF
	Against Tend	der Enquiry N	Э.	M&S/P&C/	2019/09	Dated:	15/4/2019		
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	(enclose cop	oy of ESI code	allotment let	ter of ESI au	thority)				
2	PAN No.								
3	PF Code No.	(Enclose cop	y of allotmen	t of letter of	EPF Authority)			
4	GST Registra	ation No.							
5	Pankor's Na	me & Address							
5	Dalikel Sina								
6	Bank A/C No	o. & Branch							
7	Have you qu	oted rates fo	r all the activ	ities, as indic	ated in the pr	ce bid (Part	:-В)		YES /
8	Financial Tu	rnover for pre	eceding three	years duly c	ertified by qua	lified Charte	ered Accounta	ant:	
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(ix) I hav	ve taken due	care and effo	rts to furnish	only informa	tion which are	e true in the	tender docur	nent.	
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(x) I sha	ll employ lab	ours who are	more than 18	vears of age	e and having s	ound physic	al and mental	health.	
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(xi) I sha	all keep Photo	 ograph / ident	ity proof / re	sidential pro	of of the labou	urers to be e	mployed agai	inst this tende	r and
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