

**Name of Woks:** RATE CONTRACT FOR LAYING OF TELEPHONE CABLES & UG CABLES,  
TELEPHONE CABLE JOINTING, END TERMINATION AND DP BOX FIXING AT  
BHEL TRICHY FOR 2016-17.

**Enquiry No:** 9241600157 / 29.09.2016

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT**

## NOTICE INVITING TENDER

1.	Tender Ref No:	9241600157 / 29.09.2016
2.	Name of works	RATE CONTRACT FOR LAYING OF TELEPHONE CABLES & UG CABLES, TELEPHONE CABLE JOINTING, END TERMINATION AND DP BOX FIXING AT BHEL TRICHY FOR 2016-17.
3.	Location of work	BHEL, TRICHY.
4.	Period of contract	12 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 5,810/- (₹ Five thousands eight hundred and ten only )
6.	Tender Document details  <i>(The Technical Bid along with all Terms &amp; Conditions shall be duly signed and stamped in all pages as token of acceptance, No other pre conditions along with your offer will be entertained by BHEL)</i>	<p><u>A] Technical Bid</u></p> <p>Annexure -1A (General details &amp;Qualifying Criteria) - 02 Pages.</p> <p>Annexure -1B (Scope of Work and Technical Terms &amp; Conditions) - 03 Pages.</p> <p>Annexure -1C (General Terms &amp; Conditions of Contract) - 11 Pages</p> <p><u>B] Price Bid</u></p> <p>Annexure -1D (Price bid) - 04 Page.</p>
7.	Address for Sending Tender Document along with EMD.	<b>Senior Manager Works Contracts Management (WCM) Building 53,First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014</b>
8.	Last Date for submission of Tender Document	25.10.2016 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	25.10.2016 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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### INSTRUCTIONS TO THE TENDERERS

The offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL, Trichy- 620 014, to reach WCM Dept. on or before 25.10.2016 at 10:00 Hrs. or the same may be dropped in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Trichy- 620 014.

Tenders will be opened on 25.10.2016 at 10:30 Hrs. (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

a. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No.

Note: 1. **Offer without EMD will be rejected**

**2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favour of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.**

b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

#### Note:

1. The contract will be awarded for a period of 12 months from the date of ordering.

2. The quoted rates shall be valid up to six months from date of Tender opening.

3. The rates shall remain firm for the entire period of the contract in case WO is awarded.

4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.

**5. Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties “and overall (package) L1 basis.**

6. BHEL reserves the right to increase or decrease the tendered quantity.

**7. BHEL does not guarantee ordering of any minimum quantity.**

8. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.

9. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.

10. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

**PART-I (TECHNO COMMERCIAL BID)**

ANNEXURE-1A

**(GENERAL DETAILS)**

**A: Bidder Profile**

1.	Name of the Agency / Company / vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender :	
6.	BHEL Vendor Code ( If any )	
7.	<b>Service Tax Registration.</b> (Copy of Service Tax Registration to be attached)	
8.	<b>PF Registration (No. &amp; Date )</b> (Copy of PF Registration to be attached)	
9.	<b>ESI Registration (No. &amp; Date )</b> (Copy of ESI Registration to be attached)	
10.	<b>Labour License.</b> ( Copy of Labour license to be attached )	

**Note:**

- 1. Vendors not having PF Registration /ESI Registration / Labour License (as applicable) shall immediately get registered after award of work to comply with statutory requirements.**
- 2. Vendors not having Service Tax Registration and within the threshold limit shall submit a declaration for the same.**
- 3. If vendor fails to get PF / ESI / Service Tax Registration and Labour License (As applicable) within 30 days of award of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.**

Contractor Signature

Contractor Seal

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**B: Qualifying Criteria:**

Sl. No	Qualifying Criteria	DETAILS	
A	<b>EMD Amount: ₹ 5,810/-</b> (₹ Five thousands eight hundred and ten only) (Offer without EMD will be rejected.) (EMD will be waived off for Valid SME/NSIC/SSI vendors upon verification.) ( Copy of valid Certificate to be enclosed)	AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :	
B	<b>Technical Competence</b>		
B.1	<b>Experience of Executing Works / Services as per scope of work or works of similar nature related to telephone cable maintenance.</b> (Documentary Evidence to be furnished). ( Experience certificate from private organization to be supported by TDS( Tax deduction at source) certificate issued by the organization or Form 26AS or Bank statement for transaction of payment)		
C	<b>Financial Soundness</b> Vendor shall prove Financial soundness of the firm ( in any of the following manner given below ) by submitting documents for any two consecutive years out of four years (2012-13, 2013-14, 2014-15, 2015-16,) Assessment Year (2013-14, 2014-15, 2015-16, 2016-17 )		
C.1	<b>Submission of Income Tax</b> (Copy of IT Return acknowledgement to be enclosed)	<b>Assessment Year</b>	<b>Status</b>
		2013-14	
		2014-15	
		2015-16	
		2016-17	
<b>OR</b>			
C.2	<b>Balance Sheet</b> ( Copy of Balance sheet with CA membership No. to be enclosed )	<b>Financial Year</b>	
		2012-13	
		2013-14	
		2014-15	
		2015-16	
	<b>AND</b>		
	<b>Statement of Profit and Loss</b> ( Copy of Profit and Loss statement with CA membership No. to be enclosed )	<b>Financial Year</b>	
		2012-13	
		2013-14	
2014-15			
D	<b>Income Tax Registration :</b> (Copy of PAN to be attached)		
E	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract (Annexure-1C) .		
Contractor Signature			
Contractor Seal			

**PART-I (TECHNO COMMERCIAL BID)**

**Name of Vendor:**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**A. BILL OF QUANTITY & SCOPE OF WORK**

Sl. No.	Job Description	UOM	APPROX. QTY
<b>10:TELEPHONE CABLE LAYING</b>			
10.1	Wiring/Laying of PVC Telephone Cable of size 04/05/10/20/50 Pair on walls/ceiling with proper clamps. and dressing.	Meter	1000
10.2	Laying of underground Telephone cable of size 10/20/50/100 & 200 Pair in the already formed trench - RCC slab opening for required intervals for cable laying and closing the trench after completion of laying, to be done properly by the contractor.	Meter	1000
10.3	Excavation of earth to a depth of 0.8 Meter in all kind of soil and laying of Underground Telephone Cable of size 10/20/50/ 100/200 Pair and refilling the trench with already excavated earth and make the trench good condition.	Meter	2000
10.4	Laying of additional run of Telephone cable pair size 10 to 200 Pair in the already excavated/opened trench.	Meter	800
10.5	Laying of 10/20/50 pair PVC telephone Cable,50/100 pair Underground Jelly Filled Telephone Cable along the girders in the factory shop area with necessary binding strips covered with PVC Tape. (Required Cable, Casing Capping/Duct only will be supplied by BHEL free of cost at Stores).	Meter	1000
10.6	Excavation of earth to a depth of 0.8 Meter in road and laying of Underground Telephone Cable of size 10/20/50/ 100/200 Pair and refilling the trench with already excavated earth and make the trench good condition.	Meter	200
			Contractor Signature
			Contractor Seal

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Sl. No.	Job Description	UOM	APPROX. QTY
<b>20:TELEPHONE CABLE JOINTING</b>			
20.1	Making straight through joint in 10/20 Pair Jelly Filled Underground Telephone cables. (The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing, with suitable jointing kit and testing for continuity between DP & MDF.After testing, the trench should be closed with the already excavated earth and make the trench in good condition.)	Number	20
20.2	Making straight through joint in 50 Pair Jelly Filled Underground Telephone cables.(The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing, with suitable jointing kit and testing for continuity between DP & MDF.After the testing, the trench should be closed with the already excavated earth and make the trench in good condition.	Number	10
20.3	Making straight through joint in 100 Pair Jelly filled Underground Telephone cables.(The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing with suitable jointing kit and testing for continuity between DP & MDF.After the testing, the trench should be closed with the already excavated earth and make the trench in good condition.)	Number	10
<b>30:TELEPHONE DP BOX FIXING</b>			
30.1	Fixing of DP box of size 10/20/30 pair on the wall and making termination of Underground Jelly Cable and PVC Telephone cable of 10/20/30 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	10
30.2	Fixing of DP box of size 50 pair on the wall and making termination of Underground Telephone Cable of 50 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	5
30.3	Fixing of DP box of size 100 pair on the wall and making termination of Underground Telephone Cable of 100 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	5
Contractor Signature			
Contractor Seal			

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Sl. No.	Job Description	UOM	APPROX. QTY
<b>40:TELEPHONE CABLE END TERMINATION</b>			
40.1	Termination of Jelly filled/PVC Telephone cable of 10/20 pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box.	Number	10
40.2	Termination of jelly filled/PVC Telephone cable of 50 pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box	Number	5
40.3	Termination of jelly filled telephone cable of 100/200 Pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box.	Number	3
<b>50:OLD TELEPHONE CABLE REMOVAL</b>			
50.1	Removing old damaged/faulty jelly filled/PVC Telephone cables from the wall, pillar, girder etc., and returning the same to Disposal Stores.	Metre	2000

**B.TECHNICAL TERMS&CONDITIONS OF CONTRACT**

- 01) . Required Telephone Jointing Kit will be supplied from BHEL at free of cost.
- 02) . Movement of the materials from Stores/Exchange to work spot and return of excess materials to the Stores/Exchange are under the scope of the contractor.
- 03). The contractor should report for work at short notice whenever required on any day including Sundays & Holidays
- 04).Issue of all materials at Stores is subject to the availability at the place of issue noted above.
- 05).The contractor shall not be entitled to any claim or compensation for non-supply or delay in supply of Stores under any circumstances.
- 06).The contract period will be for one year from the date of issuing of work order.
- 07).The quantities shown are of approximate and likely to vary + / - 5 % during execution of work.
- 08).All surplus materials in good condition which are not returned to BHEL stores and also quantity of materials consumed in excess of the actual requirements shall be charged by BHEL.
- 09).Necessary tools, raw plugs, fixing screws (Metal screws), instruments including megger, blow lamp, kerosene, soldering iron, etc., are under the scope of contractor.
- 10).Safety precautions to be adhered strictly.
- 11).Jointing and end termination should be carried out by experienced technician.
- 12).Contractor should maintain the depth of 0.8 Metre in all places irrespective of nature of earth.
- 13).Telephone route indicator should be provided wherever necessary
- 14).Telephone cable, route indicators, scrap/unused pipes will be supplied by BHEL at free of cost.

Contractor Signature

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## **PART-I (TECHNO COMMERCIAL BID)**

ANNEXURE-IC

**Name of Vendor:**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Definition:**

In these General Conditions of Contract, the following terms shall have, meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Sr.Manager /WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

#### **2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

Contractor Signature

Contractor Seal

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**3. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**4. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

(1) Offer without EMD will be rejected.

(2) Offer with EMD in any form other than Cash /Bankers Cheque /DD/Pay Order/ Electronic Fund Transfer Credited in BHEL account will be rejected.

(3) EMD by the Tenderer will be forfeited if :

i) After opening the tender and within the validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The tenderer fails to deposit the required Security Deposit or commence the work within the period as per LOI/ contract. In case the LOI / contract is silent in this regard then within 15 days after award of work.

iii) EMD given by all unsuccessful tenderer will be refunded normally within 15 days of acceptance of award of work by successful tenderer.

iv) EMD shall not carry any interest.

v) EMD of successful vendor will be retained as part of security deposit.

**Security Deposit (SD):**

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Contractor Signature

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**Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. 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 (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**(4) Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

**9. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

Contractor Signature

Contractor Seal

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**10. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**11. Labour:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees' Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:

- a) Unskilled : Rs. 3200/
- b) Semi-skilled : Rs. 3700/-
- c) Skilled : Rs. 4100/-

6. The contractor should remit the salary/wages of their employee only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

**12. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

Contractor Signature

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**13. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**14. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**15. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

Contractor Signature

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a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**17. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

Contractor Signature

Contractor Seal

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BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

**18. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**19. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**20. Submission and Processing Of Bills:**

**Payment of Bills:**

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area Engineer in charge.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

Contractor Signature

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**21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

**22. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**23. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

**24. Refund of Security Deposit:**

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**25. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

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**26. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**27. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**28. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

**29. RISK PURCHASE:**

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

Contractor Signature

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**30. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

**31. Common Terms and Conditions for Works Contract relevant to Safety:**

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.

Contractor Signature

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3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

### **32. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

### **33. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

Contractor Signature

Contractor Seal

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**PART-II (PRICE BID)**

**ANNEXURE-2A**

Sl. No	Job Description	UOM	Approx . Qty	Rate (₹/UOM)	Amount (₹)
<b>10:TELEPHONE CABLE LAYING</b>					
10.1	Wiring/Laying of PVC Telephone Cable of size 04/05/10/20/50 Pair on walls/ceiling with proper clamps and dressing.	Meter	1000		
10.2	Laying of underground Telephone cable of size 10/20/50/100 & 200 Pair in the already formed trench - RCC slab opening for required intervals for cable laying and closing the trench after completion of laying, to be done properly by the contractor.	Meter	1000		
10.3	Excavation of earth to a depth of 0.8 Meter in all kind of soil and laying of Underground Telephone Cable of size 10/20/50/ 100/200 Pair and refilling the trench with already excavated earth and make the trench good condition.	Meter	2000		
10.4	Laying of additional run of Telephone cable pair size 10 to 200 Pair in the already excavated / opened trench.	Meter	800		
10.5	Laying of 10/20/50 pair PVC telephone Cable, 50/100 pair Underground Jelly Filled Telephone Cable along the girders in the factory shop area with necessary binding strips covered with PVC Tape. (Required Cable, Casing Capping/Duct only will be supplied by BHEL free of cost at Stores).	Meter	1000		
10.6	Excavation of earth to a depth of 0.8 Meter in road and laying of Underground Telephone Cable of size 10/20/50/ 100/200 Pair and refilling the trench with already excavated earth and make the trench good condition.	Meter	200		
					Contractor Signature
					Contractor Seal

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Sl. No	Job Description	UOM	Approx. Qty	Rate (₹/UOM)	Amount (₹)
<b>20:TELEPHONE CABLE JOINTING</b>					
20.1	Making straight through joint in 10/20 Pair Jelly Filled Underground Telephone cables. (The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing, with suitable jointing kit and testing for continuity between DP & MDF.After testing, the trench should be closed with the already excavated earth and make the trench in good condition.)	Number	20		
20.2	Making straight through joint in 50 Pair Jelly Filled Underground Telephone cables.(The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing, with suitable jointing kit and testing for continuity between DP & MDF.After the testing, the trench should be closed with the already excavated earth and make the trench in good condition.	Number	10		
20.3	Making straight through joint in 100 Pair Jelly filled Underground Telephone cables.(The work involves excavate the trench, jointing of each wire in the pairs,sleeving, plumbing with suitable jointing kit and testing for continuity between DP & MDF.After the testing, the trench should be closed with the already excavated earth and make the trench in good condition.)	Number	10		
Contractor Signature					
Contractor Seal					

**Name of Woks:** RATE CONTRACT FOR LAYING OF TELEPHONE CABLES & UG CABLES,  
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Sl. No	Job Description	UOM	Approx . Qty	Rate (₹/UOM)	Amount (₹)
<b>30:TELEPHONE DP BOX FIXING</b>					
30.1	Fixing of DP box of size 10/20/30 pair on the wall and making termination of Underground Jelly Cable and PVC Telephone cable of 10/20/30 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	10		
30.2	Fixing of DP box of size 50 pair on the wall and making termination of Underground Telephone Cable of 50 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	5		
30.3	Fixing of DP box of size 100 pair on the wall and making termination of Underground Telephone Cable of 100 pair. (The work involves removing the cable sheath, cleaning the jelly filled cable and making termination of the cable in the DP and fixing of cables with proper clamps).	Number	5		
Contractor Signature					
Contractor Seal					

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Sl. No	Job Description	UOM	Approx . Qty	Rate (₹/UOM)	Amount (₹)
<b>40:TELEPHONE CABLE END TERMINATION</b>					
40.1	Termination of Jelly filled/PVC Telephone cable of 10/20 pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box.	Number	10		
40.2	Termination of jelly filled/PVC Telephone cable of 50 pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box	Number	5		
40.3	Termination of jelly filled telephone cable of 100/200 Pair. The work involves removing the cable sheath, cleaning the jelly filled cable, termination of the cable in the existing DP Box.	Number	3		
<b>50:OLD TELEPHONE CABLE REMOVAL</b>					
50.1	Removing old damaged/ faulty jelly filled/PVC Telephone cables from the wall, pillar, girder etc., and returning the same to Disposal Stores.	Metre	2000		
<b>Total offer value for Items( 10+20+30+40+50 ) (Excluding Service tax )(₹)</b>					
<b>Service Tax @ ..... % (₹)</b>					
<b>Total offer value for Items( 10+20+30+40+50 ) (Excluding Service tax )(₹)</b>					

**NOTES**

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
3. No other pre conditions along with your offer will be entertained by BHEL
4. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted with inclusive of any taxes and duties levied and excluding Service Tax etc. has been considered by the tenderer for the total contract period while quoting the above rates.

Contractor Signature

Contractor Seal