

Filled tenders should be dropped in tender box located in new vendor complex (adj to admn bldg/ BHEL)

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM: HYDERABAD-502 032

M&S Department (Planning & Co-Ordination
Executing dept: Gas Services (Boiler House)

Telephone No: 040-23183334; Fax No. 040-23026001 emailid: devesh@bhelhyd.co.in

N I T N O. M&S/P&C/2011/08 DATED: 20.04.2011

Sealed tenders in two parts (Techno commercial & Price bid) will be received by the undersigned from the contractors satisfying the prequalification requirements indicated below and will be opened after 13.30 hrs on the due date itself in the presence of tenderer's or their authorized representatives in New vendor complex BHEL, Ramachandrapuram, Hyderabad

1. Name of work : **Annual cleaning of Boilers
20Mt/Hr & 30tph and steam pipe lines**

Sl. No	Name of the work	Approx. Estimate Amount (Rs. Lakhs)	Earnest Money Deposit Rs.	Period of Contract	Cost of Tender Document Rs.	download of Tenders		Last date for receipt and opening of tenders
						From	To	
1	Annual cleaning of Boilers 20Mt/Hr & 30tph BHEL Factory area	9.50	20,000	4 Months	500	22.04.2011	09.05.2011	10.05.2011 time 11.00am Opening at 13.30 Hrs

Tender submitted by :

Name & Address of tender submitting party:

(DEVESH RAJ)
Sr.DGM/ M&S(P&C, Telecom)

All pages should be signed and stamped by the bidder at page bottom before dropping in tender box.

EMD : An amount of Rs20,000/- towards EMD shall be paid in cash at BHEL cash office or by way of Demand Draft/Banker's cheque drawn in favour of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted.

Part-A

**BHARAT HEAVY ELECTRICAS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502 032**

M&S DEPARTMENT / PLANNING & CO-ORDINATION

Work Description: Annual cleaning of Boilers 20Mt/Hr & 30tph and steam pipe lines

This tender schedule must be submitted along with the General Conditions, Technical points / conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Remarks should be TYPED/ hand written on tender schedule only.** Any deviations / deletions / additions etc. may be neatly typed on your letter head and can be enclosed with techno- commercial bid document.

To be filled up by the Bidder

TECHNICAL CUM COMMERCIAL BID

Name of the Contractor :
Contact person:
Full Postal address with email, Fax & Phone no.:
Mobile no:

Description
Following part prepared is based on pre qualification. Acceptance/ Remarks by the Contractor.
To be filled up with due care

1.	Pre- qualification: Average annual financial turnover during the last 3 years ending 31 st march 2010 should be atleast 30% Rs2,85,000/- Turnover from Mechanical or electrical works 09-10 08-09 07-08 Turnover certified by CA OR P/L & IT return acknowledged copies should	Should be filled properly AMOUNT Rs Rs Rs
----	--	---

	be enclosed	
2	<p>Experience :: Minimum 2 years pre-qualification : “Working experience in cleaning activities in boilers of not less than 20 ton boiler furnish details where the works carried out nature of work: Period of contract: Value of contract: Work executed in which year:</p> <p>WORKS executed as per prequalification write down the works in opposite box <u>Work completion report copies are to be enclosed with your offer for verification</u> Enclose a separate sheet if necessary 3 works of not less than Rs 380,000/- each 2 works of not less than Rs475,000/- each 1 work not less than Rs760,000/</p>	
3	PF CODE NO (if available):	
4	ESI CODE NO:	
5	Contract duration : 4 months	
6	Validity- minimum 120 days from technical bid opening date.	
7	Tender Cost – Rs500/- Cash receipt/ cheque Details	
8	EMD Rs20,000/- Cash receipt/ cheque Details CLAUSE 3	
9	Security Deposit Clause: acceptance to fulfil after work awardal (Details see under terms and conditions clause: 9)	
10	PAN No:	
11	Service Tax Regn No: (if available) :	
12	<p>Price</p> <p>The Tenderers should quote rates against each item. Price quoted should be inclusive of transportation both ways to BHEL, R.C.Puram, Hyderabad</p> <p>Details of wages related to labour payments can be seen from contractor undertaking. (pg)</p> <p>SERVICE TAX : . The tenderer should bring out</p>	

	<p>service tax is applicable or not applicable in the opposite box.</p> <p>If not optioned , offer will be treated as nil taxes,</p> <p>If service tax is applicable - credits arriving from taxes will be availed by BHEL</p>	
13	<p>PAYMENT TERMS: Full payment for the work completed on submission of bill. Billing details & Certified copies should be recorded in measurement book. Release of payment may take place about 30 days</p>	
14.	Nil Advance payment :	
15.	PENALTY: 0.5% of the contract value per week or part there of upto a maximum of 10% of the balance contract value shall be levied during the contract period.	
16	TERMS and Conditions shall be acceptable.	
17	Decision of BHEL Representative shall be final in the matter of inspection at any stage and obey the instruction of BHEL Officials.	
18	All items will be carried out as per Annexure-I details of work as enclosed in part - B	
19	VAT/TIN- NO for Job No purpose, If not registered - mention in the opposite box	
20	Has gone through check list for Preventive Maintenance	
21	Has gone through scope of work:	
22	repairer / Erectors / Steam pipeline installation organization under Indian Boiler Regulations 1950, with <i>category one.</i> ,	
23	Providing suitable Cup-lock scaffolding system for cleaning and inspection of boilers-	
24	IBR Certificate No: dt: Valid for 2011 year	

Pre-Qualification Requirements:

The agency should be a qualified boiler repairer / Erectors / Steam pipeline installation organization under Indian Boiler Regulations 1950, with ***category one.***,

IBR recommendation: Cup-lock scaffolding system is suitable for cleaning and inspection of boilers- contractor should be able to meet this requirement.

Other Conditions:

- i) Tender bids without EMD as stipulated are liable for rejection.

- ii) Contractors shall invariably furnish (i) ESI code, (ii) Valid Labour License for execution of activities specified in the tender schedule (only if employing more than twenty persons). (iii) Income Tax returns copies(turnover copies signed by CA).
- iii) BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.

TENDERING PROCESS

- A. Tenders should be dropped in the tender box located in NEW VENDOR COMPLEX outside Administrative building of BHEL, R.C.Puram, Hyderabad – 502 032
- B. The bids shall be submitted in two parts.
 - 1. Technical & Commercial bid. 2. Priced bid.
 - a) Technical & commercial bid: The envelop shall contain the technical & commercial bid as per the enclosed technical bid proforma with relevant documents like copies of ESI, PF code, Labour license(if available) , PAN No, pre- qualification / IBR valid certificate etc; The details of EMD, tender cost. the envelop shall be super scribed **“Technical bid to Annual Cleaning, Inspection and License renewals of 20T & 30T/Hr. Boilers and steam pipe lines”**.
 - b) The second envelope shall contain only the price bid to be quoted Actual or approximate on any account or any other information in the price bid shall not be considered and the quotation is likely to be rejected. The envelope shall be sealed and super scribed **“Price Bid of Annual Cleaning, Inspection and License renewals of 20T & 30T/Hr. Boilers and steam pipe lines” with firm address.**
 - c) Both the above two envelopes shall be kept into another sealed cover. Every page of the price bid document shall be signed by the tenderer at the bottom of the page. The cover shall be super-scribed with **“Quotation to Annual Cleaning, Inspection and License renewals of 20T & 30T/Hr. Boilers and shall be addressed to Sr. DGM / M&S(p&c, Telecom), 02 Annexe Ground Floor, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032 to reach on or before by 11.00hrs on dated: 09.05.2011, tender No & Tender due date should be appeared on sealed cover:**
- C. The requisitions for tender documents should be sent to Sr. DGM / M&S, 02 Annexe Ground Floor, BHEL, Ramachandrapuram, Hyderabad – 502 032 along with Demand Draft / Bankers Cheque for Rs.500/- drawn in favor of “Bharat Heavy Electricals Limited, Hyderabad” payable at Hyderabad or payment of cash in BHEL cash office. No other mode of payment will be accepted. If tender documents are downloaded from our website:<http://www.bhel.com> /tender notifications. BHEL is not responsible for any postal delay. The tenders will be opened in the office of Senior Manager M&S BHEL R.C.Puram Hyderabad- 32 on tender due date after 14.30hrs in presence of those tenderer who choose to be present.
- D. Date of opening of price bids will be intimated after technical suitability.
- E. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- F. Tenders received mixed with both technical & Price bid documents with out individual envelop shall be rejected.
- G. In case of tender application and tender documents downloaded from web site, the tenderer shall pay cost of tender documents and EMD separately by means of two

separate DD's (in favor of BHEL) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid. DD's may be drawn for cost of tender documents up to last date of receipt of tenders.

Note

1. Techno commercial bids will be scrutinized with in short time. If any of the prequalification conditions are not met, the offers will be rejected without any further correspondence.
2. Offer shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
3. Copies of turnover, experience and other relevant documents should be submitted along with technical bid
4. All the columns shall be filled with proper information- no blank is allowed.
5. The Tender will be finalized on lowest cost to BHEL basis
6. Offers not accepting BHEL terms and conditions or offers with counter conditions are liable for rejection.
- 7. The Tenderer should quote the unit rate in the price bid. If the unit rate is not quoted, the offer shall be rejected. BHEL will not work back for unit rate. Offers will be evaluated based upon unit rate.**

Safety :

Checklist

Scaffolding / ladders / working platform

Roof ladder/ crawling board

Safety belts and helmets

Adequate arrangements for anchorage of safety belt

Adequate illumination

Safety nets erected at site to arrest falls when climbing up/ down or moving at heights

Barricading provide to avert fall of material down below

Work is clear and safe or other protecting structures

All employees involved follow precautions

Work shall be closed before sunset

ANNEXURE - A

SCOPE OF WORK

Name of the work: **Annual Cleaning, Inspection and License renewals of 20T & 30T/Hr. Boilers.**

1. **30 T / HR BOILER LICENCE RENEWALS:**

Boiler rating 1280Square meters

Work connected with Annual inspection of Boiler. Internal and external cleaning of Boiler Top and bottom drums, Economizer coils, Super Heater Coils, Cleaning of Oil

Burners, Connected equipments, FD fan mounting etc.

Removing, cleaning and refitting of drum materials.

cleaning works to be carried out in oil fired 30 TPH BOILER

A) BOILER -
Size: 2896 mm x 7303mm
Volume: 67 cubic meters

B) SUPER HEATER :
i) horizontal primary heater surface
area: 72.5 square meters
no of coils: 51 mm dia x 2880 mm length x 12 coils

ii) horizontal Secondary heater surface
area: 68.8 square meters
51 mm dia x 2880 mm length x 9coils
spacer coils: 51 mm dia x 2880 mm length x 2coils

C) UPPER DRUM
Size: 1219 mm x 7861 mm
no of corrugated sheet baskets- 238.6mm x 31 Nos
Bank tubes: 63.5mm x 13 Nos
Corner tubes: 76.1mm x 33 Nos
Rear wall tubes: 76.1mm x 15 Nos
Drain tubes: 31.8mm x 15 Nos
Boiler side wall tubes: 76.1mm
Furnace side wall tubes: 76.1mm

D) LOWER DRUM

Size: 76 mm x 7660 mm
Blow of tubes : dia 60.3mm x 7350mm x 1 No.

E) ECONOMIZER

Total surface are = 521 Sq.Meters
No of blocks: 3 (6 x 11 Nos; 9x11 Nos; 5x11 Nos)
No of tubes in 20 coils: 38.1 mm dia x 2940 mm length x 220 Nos
CI Finned tubes

suitable scaffolding & support system as required by the boiler inspectorate,
Govt of AP and as per the annual inspection dates for
20 TPH Boiler.

-work includes Offer for Open Inspection
.... Offer for Hydraulic Test Inspection
.... Approval of Director of Boilers
.... Obtaining the License.
..... Painting of Boiler and auxiliaries

2. **20/HR BOILER LICENCE RENEWALS:**

boiler rating- 817 Square meters; Work connected with Annual inspection of Boiler. Internal and external cleaning of Boiler furnace . Boiler Top and bottom drums, Economizer coils, Super Heater Coils, Pre-heater, Cleaning of Oil burners, Connected equipments, ID fans FD fan Mounting etc. removing, cleaning and refitting of drum materials.

cleaning works to be carried out in oil fired 20 TPH BOILER

A) BOILER (furnace) Surface area – 575 Sq.meters

Size: 1080 mm x 5200 mm

No of tubes dia 60mm x 5900 mm x 350 Nos

B) SUPER HEATER :

Surface area: 185 Sq.Meters

C) UPPER DRUM

Size: dia 1080 mm x 6020 mm

No of tubes: dia 102 mm x 6000 x 16 Nos

D) LOWER DRUM

Size: dia 905 mm x 4900 mm

E) ECONOMIZER

surface area = 280 Sq.Meters

Tube worms in 12 sections (2 x 6)

F) Air preheater:

Surface area – 472 Sq.meters

-work includes Offer for Open Inspection
.... Offer for Hydraulic Inspection
.... Approve of Director of Boilers
.... Obtaining the License.
.....Painting of Boiler and auxiliaries

Cup-lock scaffolding & support system for 30 ***T/HR BOILER as recommended by Director of Boiler, AP .***

Erection, waiting and dismantling of suitable scaffolding & support system as required by the boiler inspectorate, Govt of AP and as per the annual inspection dates for 20 TPH Boiler.

Supervision of suitable scaffolding & supporting system, Director of boilers liaisoning.

Cup-lock scaffolding & support system for 20 ***T/HR BOILER Commended by Director of Boiler, AP .***

Erection, waiting and dismantling of suitable scaffolding & support system as required by the boiler inspectorate, Govt of AP and as per the annual inspection dates for 20 TPH Boiler.

Supervision of suitable scaffolding & supporting system, Director of boilers liaisoning

AGREEMENT CONDITIONS:

ANNEXURE - B

MEASUREMENT OF WORK AND PAYMENT THEREOF

1. A Measurement Book will be maintained in the Gas Services Office. The BHEL representative will make entries regarding the work executed by contractor at regular intervals.
2. The designated employee (Executive from Gas Services) of the Unit will review the work executed by the contractor and will made the entries in the measurement book.
3. Shortcomings, if any, in the work executed will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be carried out by him within shortest period to the satisfaction of the designated employee.
4. Payment towards work satisfactorily 100% executed will be made to the contractor as per the scope of work
5. Payments will be made to the contractor on the basis of work carried out by him on 100% Execution of the work
6. All payments will be subject to deduction of income tax at source as per Income Tax rules.

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

1. All spares, consumables like oil, lubricants, grease, diesel, gas, DM water, etc. will be provided by BHEL free of cost to carry out the work.
2. To carry out the maintenance works BHEL will provide compressed air and crane facility along with operator, if required on free of cost basis.
3. D-Shackles, wire rope and slings may be provided by BHEL free of charges subject to availability & the contractor will provide to his employees all tool, tackles equipment required to carry out the jobs under the contract at his own cost.
4. It is the responsibility of the contractor to take precautions for safe working and avoid any damage to the property / equipment lying nearby, failing which the cost towards the repair / replacement will be recovered from the contractor.
5. It is the responsibility of the contractor to follow the safety precautions & use PPE's (Personnel Protection equipment) while carrying out the work as per IBR. The following plant protective equipment should be compulsorily made available to the staff engaged by the Agency
 - a) Safety shoes
 - b) Helmets
 - c) Apron
 - d) Hand gloves.

The contractor will provide uniform/safety appliances at his own cost which may be required under statute or otherwise and will ensure that all precautions are taken for safety of his employees.

6. This work shall be executed in accordance with the general conditions applicable to works contract.
7. BHEL will not provide residential accommodation to the contractor; they should make their arrangements for accommodation.
8. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
9. The Contractor will maintain records of his employees deployed to carry out the job.
10. The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
11. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
12. The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
13. The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work.
14. The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
15. The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
16. The contractor will ensure that the job is executed through the employees on his rolls and under no circumstances he will deploy any casual employee to carry out the job nor shall he sub-contract the job awarded to him.
17. The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
18. The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.

B. STATUTORY

1. PF Code, ESI Code, Labour License No. should be enclosed (indicated / copies) with offer irrespective of number of labour engaged by the contractor, without which offer will be liable for rejection.
2. Staff should be brought under group insurance scheme.
3. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act etc. shall be complied with by the contractor.
4. The Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
5. The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
6. The Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and he shall cover his employees under the said codes.
7. The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
8. The Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
9. The Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
10. The Contractor shall furnish proper returns to the concerned statutory authorities.
11. The Contractor shall be solely responsible for non payment / delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
12. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
14. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

15. The Contractor shall obtain licence under CL(R&A) Act, 1970.

ANNEXURE-D

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount of Rs. _____ as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor A/c- BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in his agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence on _____ date and will remain valid for a period of _____ year(s) till _____ date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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

21. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under. The contractor shall use proper slings for lifting the jobs, keep the gangways and approach roads clean.
22. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
23. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge o f the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
24. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
25. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.
26. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
27. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, and HYDERABAD-502032.
28. Not withstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
29. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
30. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
31. The contractor shall provide the required safety equipment labours engaged by him.
32. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
33. The contractor shall be responsible to settle any grievances of the labour deployed by him.
34. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

35. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
36. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
37. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
38. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
39. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
40. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
41. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
42. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
43. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
44. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
45. Contracts shall be deemed to have included in his tender price of all the plant. Machinery appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
46. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
47. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.

48. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.
49. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
50. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
51. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
52. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
53. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
54. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
55. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
56. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
57. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
58. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such laborers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
59. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
60. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
61. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
62. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall

be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

ANNEXURE-E

OBLIGATION TO CONTRACTORS---- SPECIAL TERMS & CONDITIONS

1. a) The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will not be reimbursed.
 - b) Tenderer have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
 - c) Technically not qualified offers will be rejected.
 - d) Price bid quotation envelop of technically qualified contractor only considered and opened in the presence of tenderer who choose to be present.
 - e) Incase, the lowest price offered by the contractors are found not reasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated price will be considered as L1 price for all purposes.
 - f) BHEL reserves the right to negotiate for price reduction with L1 party and negotiate price will be considered as contract amount for all practical purpose.
 - g) BHEL reserves the right to terminate the contract at any stage without assigning any reasons.
 - h) Withdrawal from contract during contract by contractor will make contractor period forfeit security deposit.
 - i) Soon after acceptance of tender the contractor shall enter into a contract agreement with BHEL Ramachandrapuram, Hyderabad – 502032.
 - j) Any further wage raise on account of DA increase, wage revision by AP Govt. may be met by the contractor himself. BHEL will not reimburse the differential rate of DA or wages.
2. Tenderer shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The work has to be executed under each class as given in the scope of schedule. It shall be definitely understood that the scope of schedule is liable to alterations at the discretion of accepting authority.
 3. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
 4. The EMD will be refunded to the unsuccessful tenderer on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderer and either of the cases will not carry any interest.
 5. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of "Officer Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to

commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.

6. Tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
7. Tenderer have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
8. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
9. The tenderer must satisfy themselves by personal study the scope of proposed work and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work with regard to nature of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
10. 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.
11. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
12. The contractor must have phone facility at his office / residence or cellular phone for proper communication.
13. Successful tenderer shall pay a security deposit of 10% on the overall contract value, security deposit can be paid in any one of the following form:
 - i) EMD amount of Rs. 20,000/- will be converted as part of security deposit and remaining amount can be paid in terms of cash.
 - ii) Cash (as permissible under the income tax act)
 - iii) Pay order, Demand draft in favor of BHEL, Hyderabad.
 - iv) Local Cheque of scheduled banks, subject to realization.
 - v) Bank guarantee from (Nationalized bank / Public institution as defined in the companies act) subject to 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 will be arranged by BHEL should have the approval of BHEL.
 - vi) Fixed deposit receipts issued by nationalized bank / Public institution as defined in the companies act. The Fixed deposit certificates should be in the name of the contractor, A/C BHEL duly discharged on the bank.
14. Contractor is wholly responsible for injuries / death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss / damage to the person arising out of accident for performing the contractual obligations.
15. The contract agreement shall be entered with BHEL, Ramachandrapuram, Hyderabad - 502 032 on valid Non judicial stamp paper of the value of Rs.100/- to be purchased by the contractor at his own cost.
16. Contractor shall ensure sufficient staff regularly "cleaning of Boiler" during contract period.
17. Contractor shall engage substitute in event of a person / persons have / have fallen sick or have / have applied for leave.

18. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealings with employees of BHEL. Any misbehavior or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit shall be forfeited as penalty.
19. The contractor should abide by the company's CISF security / safety rules and provide such safety requirements as per statutory rules and requirements of the factories Act.
20. If the contractor fails to commence the work as stipulated in the agreement and or if the progress of works is not satisfactory, the agreement is liable for cancellation after informing the contractor.
21. In case of non availability of required minimum staff as stated in the price bid deduction on pro – rata basis shall be affected in the payments.
22. **PENALTY**: That if the contractor fails to complete the work, in the stipulated or extended date, the company shall have the right to levy penalty on the contract value at ½% per week subject to the maximum 10 % of the total contract value of the work and without prejudice to any other relief or compensation to which the company is entitled under the other conditions of the contract.
23. The contractor shall obtain the clearance certificate from HR department by submitting attendance, wages registers, PF & ESI contribution challans shall enclose along with the requisite forms.
24. In case of breach of any or those of the above terms and conditions by the contractor BHEL reserves the right to cancel the contract either in part or full.
25. **The Tenderers should quote item rates exclusive of all taxes and duties levied by state and other government organizations as well as local authorities as applicable including works contract VAT / Service tax etc., and are to submit the proper documents evidencing the payment or applicable tax based on which BHEL can avail credit otherwise payment will be reduced to that extent**

To be submitted in sealed cover
PRICE BID

ANNEXURE-I

Work Description:: Annual Inspection of 30 TPH & 20 TPH Boilers 2011 year

S.No.	DESCRIPTION OF THE WORK	QTY	AMOUNT
1	<p><u>30 T / HR BOILER LICENCE RENEWALS:</u> <i>Boiler rating 1280Square meters</i> Work connected with Annual inspection of Boiler. Internal and external cleaning of Boiler Top and bottom drums, Economizer coils, Super Heater Coils, Cleaning of Oil Burners, Connected equipments, FD fan mounting etc. Removing, cleaning and refitting of drum materials.</p> <p>cleaning works to be carried out in oil fired 30 TPH BOILER</p> <p>A) BOILER – (FURNACE) Size: 2896 mm x 7303mm Volume: 67 cubic meters</p> <p>B) SUPER HEATER :</p> <p>i) horizontal primary heater surface area: 72.5 square meters 51 mm dia x 2880 mm length x 12coils</p> <p>ii)Horizontal Secondary heater surface area: 68.8 square meters 51 mm dia x 2880 mm length x 9Nos spacer coils: 51 mm dia x 2880 mm length x 2Nos</p> <p>C) UPPER DRUM Size: 1219 mm x 7861 mm no of corrugated sheet baskets- 238.6mm x 31 Nos Bank tubes: 63.5mm x 13 Nos Corner tubes: 76.1mm x 33 Nos Rear wall tubes: 76.1mm x 15 Nos Drain tubes: 31.8mm x 15 Nos Boiler side wall tubes: 76.1mm Furnace side wall tubes: 76.1mm</p> <p>D) LOWER DRUM Size: 76 mm x 7660 mm Blow of tubes : dia 60.3mm x 7350mm x 1 No.</p> <p>E) ECONOMIZER</p> <p>Total surface are = 521 Sq.Meters No of blocks: 3 (6 x 11 Nos; 9x11 Nos; 5x11 Nos) No of tubes in 20 coils: 38.1 mm dia x 2940 mm length x 220 Nos</p>	L.S	
2	<p>Suitable Cup-lock scaffolding & support system for 30 <i>T/HR BOILER as required by Director of Boiler, AP .</i></p>	LS	

	<p>Erection, waiting and dismantling of suitable scaffolding & support system as required by the boiler inspectorate, Govt of AP and as per the annual inspection dates for 30 TPH Boiler.</p> <p>Supervision of suitable scaffolding & supporting system, Director of boilers liaisoning.</p> <p>-work includes Offer for Open Inspection after cleaning Offer for Hydraulic Test Inspection Approval of Director of Boilers Obtaining the License. Painting of Boiler and auxiliaries</p>		
3.	<p><u>20T/HR BOILER LICENCE RENEWALS:</u></p> <p>boiler rating- 817 Square meters; Work connected with Annual inspection of Boiler. Internal and external cleaning of Boiler furnace . Boiler Top and bottom drums, Economizer coils, Super Heater Coils, Pre-heater, Cleaning of Oil burners, Connected equipments, ID fans FD fan Mounting etc. removing, cleaning and refitting of drum materials.</p> <p><u>cleaning works to be carried out in oil fired 20 TPH BOILER</u></p> <p>B) BOILER (furnace) Surface area – 575 Sq.meters</p> <p>Size: 1080 mm x 5200 mm No of tubes dia 60mm x 5900 mm x 350 Nos</p> <p>B) SUPER HEATER : Surface area: 185 Sq.Meters</p> <p>C) UPPER DRUM Size: dia 1080 mm x 6020 mm No of tubes: dia 102 mm x 6000 x 16 Nos</p> <p>D) LOWER DRUM Size: dia 905 mm x 4900 mm</p> <p>E) ECONOMIZER surface area = 280 Sq.Meters Tube worms in 12 sections (2 x 6)</p> <p>F) Air preheater: Surface area – 472 Sq.meters</p>	L.S	
4	<p>Suitable Scaffolding & support system for 20 T/HR BOILER as required by Director of Boiler, AP inspectorate.</p> <p>Erection, waiting and dismantling of suitable scaffolding & support system as required by the boiler inspectorate, Govt of AP and as per the annual inspection dates for 20 TPH Boiler.</p> <p>Supervision of suitable scaffolding & supporting system, Director of boilers liaisoning</p>	L.S	

	<p>-work includes Offer for Open Inspection after cleaning Offer for Hydraulic Test Inspection Approval of Director of Boilers Obtaining the License. Painting of Boiler and auxiliaries</p>		
	<p>General: 1. the agency is required to follow Indian Boiler <u>Regulations</u> – chapter XA i.e. safety of persons inside boiler. 2. to and fro transportation, loading and unloading of suitable scaffolding & support system from contractor works to BHEL works 3. Adherence to safety norms as per IBR, 4. Insurance and other statutory formalities.</p> <p><u>Safety features:</u></p> <p>Checklist Scaffolding / ladders / working platform Roof ladder/ crawling board Safety belts and helmets Adequate arrangements for anchorage of safety belt Adequate illumination Safety nets erected at site to arrest falls when climbing up/ down or moving at heights Barricading provide to avert fall of material down below Work is clear and safe or other protecting structures All employees involved follow precautions Work shall be closed before sunset</p>	NA	NA

Total Amount in Rs

Service Tax

Total Amount in words (