

Filled tenders should be dropped in tender box located in
New vendor complex (adjacent to reception - BHEL)

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 502 032
(MAINTENANCE & SERVICES, P&C DEPARTMENT)

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NOTICE INVITING TENDER

Tender Notice No : M&S/P&C/2011/020

DATE: 19th December 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 : **Repair & Modification of 2 nos. of RCN-24C Type and 1 No of RCN-28C Type Rotoclones at 04 block**

SN	Name of the work	Approx. Estimate Amount (Rs.In Lakhs)	Earnest Money Deposit in Rupees	Period of Contract	Cost of Tender Document in Rupees	Sale / download of Tenders		Last date for receipt and opening of tenders
						From	To	
1	2	3	4	5	6	7	8	9
1	Repair & Modification of 2 nos. of RCN-24C Type and 1 No of RCN-28C Type Rotoclones at 04 block	65.11 + taxes	1,50,000	8 Months	500	19.12.2011	18.01.2012	19.01.2012 Time: 11:00 AM & 19.01.2012 Time: 01:30 PM

Tender submitted by:

Name & Address of tender submitting party:

(BIRENDRA KUMAR)
MANAGER / M&S, P&C

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

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

M&S, PLANNING & CO-ORDINATION DEPARTMENT

TECHNO- COMMERCIAL BID (PART-A)

Tender Notice No : M&S/P&C/2011/020

DATE: 19th December 2011

THIS IS AN INDIVISIBLE WORKS CONTRACT AND THE CONTRACTOR SHALL **FILL
REMARKS** COLUMN AGAINST ALL ITEMS

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page. Any deviations / deletions etc. Should be brought out separately in your letter pad and need to be enclosed to tender documents.

To be filled up by the Bidder

Name of the Contractor :
Full Address:

Contact person:
Phone / Fax:
Mobile no:

PRE QUALIFICATION

I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.

1. Registered / Reputed contractors are eligible, to tender for all the works as per first paragraph of NIT.
2. Experience having successfully completed "Similar works as defined below" during last 7 years upto November 2011 in which applications are invited should be either of the following.

Definition of similar works: The contractor or the tenderer must be in the line of manufacture/ repair of similar Equipment"

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

3. Average annual financial turnover during the last 3 years, ending 31st March 2011, should be at least 30% of the estimated cost.
4. ESI code no. with proof of allotment.
5. P.F.Code no. With proof of allotment if registered.
6. PAN number with proof of allotment.
7. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender cannot be accepted.
8. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
9. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
10. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.

II.

- (1) Tenders must be submitted in sealed covers addressed to **Manager / M&S (P&C), 02 Annexe Ground Floor, BHEL, Ramachandrapuram, Hyderabad 502 032.** Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.
- (2) All corrigenda, addenda, amendments, time extensions clarifications, etc of the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit the website to keep themselves updated.
- (3) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractor's bills / deposits.

III. NOTES:-

1. Period of contract shall be as mentioned in 1st Page.
2. Tenders are to follow two – part bid method (techno commercial bid and price bid).
3. Tender documents can be downloaded from BHEL web-site <http://www.bhel.com/tender.php> Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order or Cash receipt obtained from BHEL Cash Office and separately enclosed to the technical bid.

4. The requisitions for tender documents shall be addressed to **Manager / M&S (P&C), 02 Annexe Ground Floor, BHEL, Ramachandrapuram, Hyderabad 502 032** along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" or payment of cash in BHEL Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.
5. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any misunderstanding.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid without EMD / Tender cost as stipulated are liable for rejection.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the Manager / M&S (P&C). If a copy of the same is required for record, the same will be issued separately at Rs.200/- per set.
10. A penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the balance value of work.
11. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.
12. Separate Covers (i.e.)

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
13. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value, thus arriving to total value of the tender along with applicable taxes and duties.
14. Tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
15. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
16. **All payments will be directly credited to tender/ contractor bank account, for such transfers tenderer should furnish EFT Mandatory form as per the instructions/ directives of Reserve bank of India.**

	Description	Contractor's Acceptance/ Remarks
1.	<p>Experience</p> <p>Prequalification : "The contractor or the tenderer must be in the line of manufacture / repair of similar Equipment"</p> <p>(Details should be furnished) name of the work undertaken: value of work: worked in which company/ organization: year of work completion: work experience certificate obtained from whom: (enclose a separate sheet if necessary) -- please refer prequalification</p> <p>3 works / 2 works / 1 work</p> <p>3 Works of each 40% of total Cost 2 Works of each 50% of total Cost 1 Work of each 80% of total Cost</p>	
2.	PF CODE NO: if available or registered	
3.	ESI CODE NO:	
4.	Acceptance for undertake the work and complete within 8 months	
5.	Validity: Minimum 90 days from technical bid opening date.	
6.	EMD Rs 1,50,000/- Cash receipt / bankers cheque / DD details with dates	
7.	Tender cost Rs 500/- BHEL Cash receipt / bankers cheque / DD details with dates	
8.	Security Deposit clause: acceptance (Please see under terms and conditions clause 9 pg 8/9)	
9.	PAN No:	
10.	Service Tax Regn No: (if registered)	
11.	VAT/ TIN if registered	
12.	<p>PRICE: The Tenderers should quote rates against each item.</p> <p>If the repair to be carried out at contractor workshop, transportation charges should be borne by the contractor for both the ways including all leads. Separate charges will not be allowed by BHEL For full details go through price bid Part - B</p> <p>Taxes: SERVICE TAX: The tenderer should bring out service tax applicability</p> <p>VAT if any : in %</p> <p>Credits arriving from taxes will be availed by BHEL</p>	

13.	Amount quoted is firm during contract period	
14.	PAYMENT TERMS: Progressive Payments for each rotoclone completed in all respects and put in operating condition. Bill should be entered in measurement book with all details. Release of payment may take about 30 days	
15.	PENALTY: 0.5% of the balance contract value per week or part there of upto a maximum of 10% of the contract value shall be levied in case of delay	
16.	Warranty- 1year	
17.	General terms and conditions acceptance	
18.	Decision of BHEL Representative shall be final in the matter of inspection at any stage	
19.	All items will be carried out as per Price bid Annexure-I	
20.	Safety: acceptance to usage of helmets, safety belts, safety net, & anchoring rope, other PPE using by welders/ labours/ fitters during dismantling, erection and commissioning.	
21.	All consumables like welding rods, oxy – acetylene gas, power, nuts, bolts are in the scope of contractor MS Sheets and other required raw materials will be in the contractor scope.	
22.	Annual turnover during last 3 years Year 10-11 Year 09-10 Year 08-09 Turnover copies certified by CA should be enclosed	Amount Rs.
23.	Acceptance for participation in reverse auction	
24.	Scrap arising from repair work - shifting to scrap yard	

NOTE:

1. Techno commercial bids will be scrutinized with in short time. In case the agency has not satisfied all the above conditions with documentary proof, a chance will be given to submit missed documents otherwise the bid is liable to be rejected and their price bid will not be opened.
2. In case of a firm, 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 the statutory codes, turnover, experience should be submitted along with offer.
4. All the columns shall be filled with proper information no blank is allowed.
5. **Lowest offer will be decided on total minimum cost to BHEL.**

Signature of Contractor(s).



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM: : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2011/020

Date: 19.12.2011

1. Sealed Tenders should be dropped in new vendor complex tender box in Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 up to **11.00** hours on **19.01.2012** for the work of “Repair & Modification of 2 nos. of RCN-24C Type and 1 No of RCN-28C Type Rotoclones at 04 block” at BHEL Ramachandrapuram, Hyderabad-32, A.P. Tenders (Technical bid) will be opened on the same day after 13.30 hours in new vendor complex. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will attest over writings or corrections, if any, therein on opening such tender, in the presence of the tenderer’s who may be present at the time. Tender forms and other particulars regarding the proposed work can be downloading from www.bhel.com / tender notification during tender period. Or can be obtained on any working day from 09.00 to 14.00 hours upto **18.01.2012**

2. Tenders must be submitted in sealed covers and should be addressed to the Manager / M&S (P&C), 02 Annexe Ground Floor, BHEL Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, 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 and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of its corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.1,50,000/-** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Bankers cheque / Demand Draft.
- b) One time deposit available in BHEL, R.C.PURAM – should be within validity date.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of Manager / M&S (P&C) upon written information to him. He shall forth with

upon intimation being given to him by the Manager / M&S (P&C) of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract.

EMD shall not carry any interest.

If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

5. Tenderers shall pursue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “I”. The quantities are given with a view to enable the tenderer to quote his overall rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.

6. BHEL reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
7. Tenders not submitted in proper form or in due time will be rejected.
8. The offer shall be valid for a period of **90 days** from the date of Opening of the tender.
- 9a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	:	10%	
Above Rs. 10 lakhs	:	Rs. 1 lakh + 7.5% of the amount	exceeding Rs10 Lakhs

9b. Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc. Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.
- v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

9 d. The Security Deposit should be furnished for each contract, SD. Will not continue for subsequent fresh contracts. SD will be refunded only after final bill claim and also settlement of the bonus @20% to the persons engaged for the period engaged.

CONTRACTOR'S OBLIGATIONS

CONTRACTUAL

ANNEXURE-A

1. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job.
- 3) The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 4) The Contractor will provide uniforms / safety appliances to his employees.
- 5) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 6) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.

- 7) The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work.
- 8) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
- 9) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
10. The contractor will ensure that the job is executed through the employees on his rolls and under no circumstances he will deploy any casual employee to carry out the job nor shall he sub-contract the job awarded to him.
- 11) The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 12) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 13) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 14) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 15) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.
- 16) Spares/ consumables will be supplied by BHEL free of cost.

ANNEXURE-B

STATUTORY

- 17) 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.
- 18) The Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 19) 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.
- 20) 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.
- 21) The Contractor shall provide PF passbook to his employees and ensure payment of PF, EDLI, and pension dues under EPF & MP Act, 1952 to the RPFC.
- 22) The Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
- 23) 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.

- 24) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 25) The Contractor shall be solely responsible for nonpayment/ delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 26) 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.
- 27) 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.
- 28) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 29) The Contractor shall obtain license under CL(R&A) Act, 1970.

II) Special Instructions:

1. The EMD will be refunded to the unsuccessful tenderers after release of the work order once tender process is completed. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
2. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office 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" [Ex. SDGM/M&S] 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 the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
3. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
4. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
5. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.

6. 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.
7. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understands 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 after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
9. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
10. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
11. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
12. If any information by documents submitted by the contractor is found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
13. In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
14. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-in-charge.
15. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
16. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
17. If the contractor / his representative fails to attend when required for measurements, the Engineer Incharge shall have power to proceed by him to take measurements and in that case, these measurements shall be accepted by the contractor as final.

18. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity; these entries will be counter signed by the contractor or his duly authorized representative.

Annexure-D

GENERAL TERMS & CONDITIONS OF MODEL AGREEMENT

1. BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
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 Courts.
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 8 months 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 Personnel 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 Personnel 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 Personnel 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 advice 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.
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. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
 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 actual required for execution.
 36. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any 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 of workmanship and shall not be debarred from rejecting

- wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
43. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
 44. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
 45. Contracts shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
 46. 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 contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.
 49. The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
 50. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
 51. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective 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 labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
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.

Should be submitted in a sealed cover

ANNEXURE- I

PRICE BID (PART- B)

Repair & Modification of 2 nos. of RCN-24C Type and 1 No of RCN-28C Type Rotoclones at 04 block

Sl. No	DESCRIPTION	QTY	UNIT	Amount in Rs.	Applicable Taxes Type of tax in % and in Rupees
<u>Item No.1 Rotoclone model RCN-24C.</u>					
1.	1. Dismantling of existing Rotoclone Model RCN-24C & IAEC Centrifugal Fan Model K-34.	2	Nos		
	a. Gear Box, Assembly of Paddle Chain				
	b. Lower shaft of scrubber				
	c. Stationary Impeller				
	d. Cleaning of existing mud (dust) inside the rotoclone.				
	e. Water level control box.				
	f. Removing of Water Pipeline.				
	g. Dismantling of 60 HP/1500 rpm motor. Labour charges for dismantling of the above equipment.				
<u>Item No.1A Rotoclone model RCN-28C.</u>					
2.	1. Dismantling of existing Rotoclone Model RCN-28C & IAEC Centrifugal Fan Model K-34.	1	Nos		
	a. Gear Box, Assembly of Paddle Chain				
	b. Lower shaft of scrubber				
	c. Stationary Impeller				
	d. Cleaning of existing mud (dust) inside the rotoclone.				
	e. Water level control box.				
	f. Removing of Water Pipeline.				
	g. Dismantling of 90 HP/1500 rpm motor. Labour charges for dismantling of the above equipment.				
<u>Item No.1 Rotoclone model RCN-24C.</u>					
3.	1. Repairing / Replacing /Fitting of IAEC Centrifugal Fan Model K-34.	2	Nos		
	a. Gear Box, Assembly of Paddle Chain, Sludge removal system				
	b. Lower shaft of scrubber				
	c. Stationary Impeller				
	d. Cleaning of existing mud(dust) inside the rotoclone.				
	e. Water level control box.				
	f. Removing of Water Pipeline.				
	g. Fabrication of Rotoclone Housing, Transition Chamber, and assembly of all dismantled equipments duly repaired/replaced with new one.				

	Charges for the above including Erection, Commissioning, transportation, painting and Trial run.				
3.1	Supply of 60 HP/1500 rpm, TEFC, Energy Efficient suitable for 415 v +/-10%, 3 ph. 50 Hz, +/- 5%, Combined variation +/- 10%, Class-F insulation, IP-55 protection, sq.cage induction motor.	1	Nos		
<u>Item No.1A Rotoclone model RCN-28C.</u>					
4.	Repairing / Replacing /Fitting of IAEC Centrifugal Fan Model K-34.	1	Nos		
	a. Gear Box, Assembly of Paddle Chain				
	b.Lower shaft of scrubber				
	c. Stationary Impeller				
	d. Cleaning of existing mud(dust) inside the rotoclone.				
	e. Water level control box.				
	f. Removing of Water Pipeline.				
	g. Fabrication of Rotoclone Housing, Transition Chamber, and assembly of all dismantled equipments duly repaired/replaced with new one.				
	Charges for the above including Erection, Commissioning, transportation, painting and Trial-run.				
4.1	Supply of 100 HP/1500 rpm, TEFC, Energy Efficient suitable for 415 v +/-10%, 3 ph. 50 Hz, +/- 5%, Combined variation +/- 10%, Class-F insulation, IP-55 protection, sq.cage induction motor.	1	Nos		
5	Dismantling of existing duct and supply of new duct as per your existing system. (Approx. Duct length: 120 mtrs.)	120	Mtrs		
6	Prove out of smooth running of the two Rotoclones RCN-24C				
7	Prove out of smooth running of the one Rotoclone RCN-28C				
8.	Tools required for erection, commissioning and prove out of the Rotoclones is under vendors scope.				
9	Vendor is responsible for complete erection and commissioning of the equipments at BHEL site till prove out.				
10.	One year warranty to be provided by supplier from the date of commissioning onwards.				
11	All the materials (including miscellaneous items) required for above works are under the vendors scope.				
12	Lifting of the above items from BHEL to Vendors site and vice versa is in the vendors scope				

Amount in Rupees :
Amount in words Rupees :

Taxes :

Tenderer signature