

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
Telephone No. 040-23183334/2739 FAX NO. 040 2318 6001 email id: devesh@bhelhyd.co.in

Name of the department : (M&S DEPARTMENT/ P&C)

TENDER INVITING NOTICE

Tender Inviting Notice No **M&S: P&C: 2011:09** DATE: 20.04.2011

Sealed tenders in two parts (Techno commercial & Price bids) subscribing the Tender Notice Number and name of the work will be received by **SR.DGM/ M&S (P&C), 02 Annexe, M/s BHEL, R.C.PURAM**, from the contractors satisfying the pre-qualification requirements indicated below and will be opened by the undersigned or his nominee in his office at BHEL, Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents on due date.

- 1. Name of the Work : AMC (Service Contract) for Impregnation Plant (Asset No: 02-1676) in 02 ELECTRICAL MACHINE Shop**

Sl. No	Name of the work	Approx. Estimate Amount (Rs.In Lakhs)	Earnest Money Deposit Rs.	Period of Contract	Cost of Tender Document Rs.	Sale / download of Tenders		Last date for receipt and opening of tenders
						From	To	
1	2	3	4	5	6	7	8	9
1	Service Contract for Impregnation Plant in 02 shop	17.81 + taxes	40,000	12 Months	500	20.04.2011	09.05.2011	10.05.2011 time 11.00am & 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.

Features of the impregnation plant in BHEL and needs to carry out during Service contract

CHECKLIST FOR PREVENTIVE MAINTENANCE- IMPREGNATION PLANT-ELECTRICAL MACHINES

1. **VACCUM SYSTEM**
 - a. Cleaning of vacuum pumps. Draining water collected in the pumps. Top up/ replace as per the condition of the oil.
 - b. Cleaning of moisture separators and condensers after every impregnation.
 - c. Check for proper functioning of vacuum valve of PEIFFER UN0 250A Vacuum pumps and Roots pump WKP 2000.
 - d. Check for proper functioning of pneumatically operated valves in the vacuum Circuit.

2. **RESIN SYSTEM.**
 - a. Check for proper functioning of pneumatically operated valves in the resin circuit. .
 - b. Check the insulation of resin piping and replace if necessary.
 - c. Dismantling and cleaning of resin pipelines of any deposits of resin wherever necessary.
 - d. Cleaning resin outlets at storage tanks. Collect resin samples as and when required for testing.

3. **TROLLEYS.**
 - a. Clean and ensure free movement of wheels of job transport trolley, preheating furnace trolley and post heating furnace trolley.
 - b. Check the drives for the trolley for proper functioning. Top up oil levels in the gear boxes.
 - c. Clean the trolleys after every impregnation.

4. **CHILLING PLANT.**
 - a. Check the brine pumps for any leakages and arrest.
 - b. Ensure free movement of manually operated gate valves in the water and glycol lines.
 - c. Clean brine tanks and cooling towers once in a quarter.
 - d. Maintaining brine water mix (glycol and water) in required proportion.

5. **JOB ROTATOR**
 - a. Check the free movement of rollers.
 - b. Check and top up oil levels in all gear boxes of the drive.
 - c. Clean the covers and the rotator of any deposits of resin after every impregnation.

6. **NITROGEN STORAGE TANK.**
 - a. Drain out the water collected every quarter.
 - b. Nitrogen leakages in pneumatic panel after every impregnation.
 - c. Maintenance of nitrogen dryer

7. **INSTRUMENTATION.**
 - a. coordinate repair and calibration of all the instruments of impregnation plant ,pre-heating oven and post –curing Ovens. Instruments include vacuum meters, resin level indicators, pressure gauges and temperature gauges etc

8. **PRE HEATING FURNACE;**
 - a. Check and arrest the steam leakages.
 - b. Check the electrical heating system.
 - c. Check the circulation blowers, door operation for proper functioning.

9. **POST HEATING FURNACE.**
 - a. Check the brick lining of combustion chambers.
 - b. Check for proper functioning of circulating blowers, exhaust blowers, pilot ignition system.
 - c. Check the hand and pneumatic operated valves.
 - d. Check the insulation of ducting and repair where necessary.
 - e. Check for leakage in heat exchangers.

10. MISCELLANEOUS

- a. Vacuum leak rate test of vacuum system and resin tanks once in a quarter.
- b. Check the hydraulic systems for door opening for vertical and horizontal impregnation tanks.
- c. Check the platform lifting mechanism.
- d. Clean all sight glasses in resin storage tanks once in a quarter and once after every impregnation for impregnation tanks.
- e. Maintaining the leak rate by plugging the leakages in the vacuum system and resin tanks.
- f. Cleaning the pits of water and other wastes once in a month.
- g. Maintaining proper lighting in control room, pits and other plant lighting other than roof lighting.
- h. Resin leakages from pipe lines to be arrested.
- i. Scrap and clean Impregnation tanks of resin material once in a quarter.
- j. After every impregnation door gaskets should be cleaned.
- k. Cleaning the tubs after every impregnation.
- l. Cleaning the job handling nylon belt slings after every impregnation.

SCOPE OF WORK

WORK INVOLVED; Breakdown and Preventive maintenance of V.P.I.Plant item no 02, steam furnace for preheating, producer gas fired furnace for post curing and job rotator. During the impregnation cycle plant should be manned by one fitter and one electrician round the clock to attend to any breakdown on the plant. When the plant is idle sufficient manpower to be employed to carry out preventive maintenance as per the checklist. In addition one supervisor to guide during breakdowns and during preventive maintenance.

1. BREAKDOWN MAINTENANCE.

The work involves attending regular break-down maintenance both Mechanical and Electrical, of any nature, for example;

- i) Jamming/Leakage of Resin valves, Water line valves, Steam valves and pneumatic valves provided in the system.
- ii) Leakage of brine through pipes, pump seals, valves etc. Needing replacement of certain pipe length.
- iii) Leakage of vacuum in Vertical / Horizontal Impregnation Tanks, Resin storage Tanks or in system.
- iv) Break-down maintenance of vacuum pumps, compressors, air-dryer, brine pumps, resin filters, separators condensers, heat exchangers, agitator system of resin storage tanks, hydraulic system, for Imp. Tanks door closing/opening, water circulating pumps and cooling towers of water cooling system etc. Provided in the system.
- v) Break-down maintenance of pneumatic system and pneumatic actuators of pneumatic operated valves.
- vi) B/D maintenance of hot and cold pipes lines along with their insulation.
- vii) Electrical break-down maintenance of the plant involving approx.31 motors of rating from 2.2 KW to 18.5 KW, lighting and heating system, control and protection equipments etc.
- viii) Electrical and Mechanical break down of pre heating and post curing furnaces.
- ix) B/D of LPG Gas line, air line and their valves, combustion chamber, heat exchanger, hot ducting and their insulation.
- x) Proper house keeping at and around the area of VPI Plant and ovens.

2. PREVENTIVE MAINTENANCE:

The preventive maintenance as per check list to be issued by BHEL has to be carried out at least once in a year under the supervision of BHEL Maintenance Engineer. A detail of preventive maintenance work to be carried out is enclosed separately.

- i) Cleaning of Resin Filters, condensers of dry-air compressor, separators/condensers of vacuum system, cooling towers, brine tanks, control panels etc.
- ii) Oil change of vacuum pumps, hydraulic system
- iii) Vacuum leak rate test of vertical/Horizontal Imp. Tanks, resin storage tanks.
- iv) Getting calibration done of all instrument and gauges of the system, calibration will be done by BHEL.
- v) Megger test of all motors.
- vi) Over all cleaning of all the equipments/parts of plant & ovens.

3. OPERATIONAL ASSISTANCE

During impregnation cycle contractor should engage sufficient no of skilled and unskilled workers to assist departmental employees in the operation of impregnation plant, preheating furnace and post curing furnace round the clock till the process completion in addition to attending any breakdowns during the process.

4. INSPECTION:

- i) The tenderers can inspect the plant before quoting if they desire, on any working day before the last date for before the last date for submission of tenders.
- ii) In the event of acceptance of tender, and if the contractor fails to commence work within prescribed period, BHEL shall, without prejudice to any other right or remedy, beat a liberty to forfeit the said earnest money absolutely.
- iii) Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.

GENERAL:

- i) It will be the responsibility of the firm to provide sufficient number of skilled fitters and electricians so as to attend break-down maintenance immediately without any interruption. One supervisor should be engaged daily for supervision and technical guidance of maintenance activity.
- ii) All spares, consumables, oil and facility of crane, gas, welding set etc. Required for carrying out break-down and preventive maintenance will be supplied by BHEL free of cost. However the contractor should make his own arrangements grinders, scrapping tools etc. along with the necessary tooling, general purpose measuring instruments, straight edges etc. Firm has to identify the spares required for break-down and preventive maintenance and intimate the same to maintenance engineer within six week of award of contract.
- iii) Break-down maintenance is to be attended on regular basis on receipt of maintenance requisition from plant in charge.
- iv) Sufficient number of unskilled labourers are to be engaged for cleaning and general house keeping as per the check list for preventive maintenance activity
- v) Monthly breakdown report of both preventive and breakdown activities duly signed by plant in charge is to be submitted to DGM (Services), Electrical machines Production.

SPECIFICATION OF IMPREGNATION PLANT

IMPREGNATION PLANT SIZE / CAPACITY:

IMPREGNATION CHAMBER DIMENSION

HORIZONTAL : 4000 mm VERTICAL : 1600 mm

Length : HORIZONTAL : 9000 mm VERTICAL : 3080 mm

VACUUM : 0.1 bar

IMPREGNATION MEDIUM

EPOXY RESIN : SOLVENT FREE CLASS F/ ARALDITE MY-790

HARDNER : BD1102

TEMPERATURE: 90 DEG C

CHARGE WEIGHT Max: 120 Ton

Resin storage tanks - 5 Nos

RESIN STORAGE TANK CAPACITY: 9000 LITRES

VACUUM PUMP CAPACITY: 250 Cubic meters/ Hour - Qty 4 Nos

Curing oven

Chamber size : 8500mm x 4500mm x 4500 mm

Operating temperature: 140-170 deg C

Heating medium: circulating hot air (indirectly heating by producer gas)

Total weight: 120 ton

PRE HEATING STEAM FURNACE:

Chamber size : 6500mm x 2000mm x 2000 mm

Steam inlet temperature: 200 - 250 deg C

Max temperature: 160 deg C

Power consumption: 75 KW

ANNEXURE-II

BHARAT HEAVY ELECTRICAS LIMITED

RAMACHANDRAPURAM:: HYDERABAD-502 032

M&S DEPARTMENT / PLANNING & CO-ORDINATION

**TENDER SCHEDULE FOR THE WORK OF “AMC SERVICE
CONTRACT FOR IMPREGNATION PLANT (ASSET NO: 02-1676) IN 02 SHOP”**

TECHNO- COMMERCIAL BID (PART-A)

THIS IS AN INDIVISIBLE WORKS CONTRACT AND THE CONTRACTOR SHALL

QUOTE FOR ALL ITEMS INDIVIDUAL RATES

This tender schedule must be submitted along with the General Conditions, Special 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. can be neatly typed on your letter head and can be enclosed with techno- commercial bid document.

To be filled up by the Bidder

Agency :

Address:

Mobile/ FAX no

Emailed:

Description

Acceptance/ Remarks by the Contractor.

1.	<p>Pre- qualification: Average annual financial turnover during the last 3 years ending 31st march 2010 should be atleast 30% Rs5,34,500/- Turnover from Mechanical or electrical works 09-10 08-09 07-08</p> <p>Turnover certified by CA along with IT return acknowledged copies should be enclosed</p>	<p>Should be filled properly</p> <p>AMOUNT</p> <p>Rs Rs Rs</p>
2	<p>Experience :: Minimum 2 years pre-qualification : “Working experience in maintenance of large capacity impregnation plants in similar size as of BHEL (description of impregnation plant is given above) or higher capacity”</p> <p>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></p> <p>a) Three similar completed works costing not less than the amount equal to 30%of the estimated cost. OR</p> <p>b. Two similar completed works costing not</p>	

	<p>less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>c. One similar completed work costing not less than the amount equal to 50% of the estimated cost.</p> <p>3 works of not less than Rs 534,600/- each</p> <p>2 works of not less than Rs712,400/- each</p> <p>1 work not less than Rs8,90,500/</p>	
3	PF CODE NO (if available):	
4	ESI CODE NO:	
5	LABOUR LICENCE NO & validity- Central If engaged more than 20 persons	
6	Contract duration : 12 months	
7	Validity- minimum 120 days from technical bid opening date.	
8	Tender Cost – Rs500/- Cash receipt/ cheque Details	
9	EMD Rs40,000/- Cash receipt/ cheque Details CLAUSE 3	
10	Security Deposit Clause: acceptance to fulfil after work awardal (Details see under terms and conditions clause: 9)	
11	PAN No:	
12	Service Tax Regn No: (if available) :	
13	<p>Price</p> <p>The Tenderers should quote rates against each item.</p> <p>Details of labour payments can be seen from contractor undertaking. (pg14/15)</p> <p>SERVICE TAX : . The tenderer should bring out 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>	

14.	PAYMENT TERMS: Progressive payment for the operations completed on Monthly basis and on submission of bill. Billing details & Certified copies should be recorded in measurement book. Release of payment may take place about 30 days	
15.	Nil Advance payment :	
16	<u>PENALTY:</u> 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.	
17	Terms and Conditions shall be acceptable.	
18	Decision of BHEL Representative shall be final in the matter of inspection at any stage and obey the instruction of BHEL Officials.	
19	All items will be carried out as per Annexure-I details of work as enclosed in part - B	
20	VAT/TIN- NO for Job No purpose, If not registered - mention in the opposite box	
21	Has gone through check list for Preventive Maintenance	
22	Has gone through scope of work:	
23	Has gone through agreement conditions	

Statutory codes Copies are to be enclosed wih technical bid.

1. The above documents should be given along with the tender as otherwise, contractor's bills can not be processed and payments may be held up.
2. Techno commercial bids will be opened on the same day of receipt. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and their price bid will not be opened.
3. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same.
5. All the columns shall be filled with proper information.
6. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
7. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

PRE QUALIFICATION

- I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.
1. Registered / Reputed contractors are eligible, to tender for all the works as per first paragraph of NIT.

General points to note and accept:

2. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
3. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
4. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
5. 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. Other wise the payment to the contractor will be reduced to that extent.

II.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, Telecom,TPT, PD), 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) 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 contractors bills / deposits.

III. NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can download from BHEL web-site <http://www.bhel.com/> tender Notifications. 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 Sr.DGM / 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 or work in its true perspective to avoid any mis – under standing.
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 with out 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. BHEL reserves the right to split the work into convenient parts and award them to different contractors.
10. 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 Sr. DGM / M&S (P&C, TPT, Telecom & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
11. 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 gross value of work.
12. 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.
13. 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.

14. Tender will be finalised 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.
15. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
16. The rates quoted by the contractor shall indicate clearly monthly rate and taxes separately as applicable from time to time.
17. 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.
18. **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.**



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2011/09 Date: 20.04.2011

1. Sealed Tenders will be received by the SR.DGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **10.05.2011** for the work of “**AMC** for impregnation plant (asset no: 02-1676) in 02 – electrical machine shop” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in new vendor complex adj to reception office BHEL. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein 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 obtained on any working day from 09.00 to 14.00 hours upto **09.05.2011**
2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/M&S(P&C, Telecom), 02 annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032, 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 it's corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.40,000/-** 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 Sr. 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 with in 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 SDGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the SDGM/M&S 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 increase 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 persue 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 over all 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 with out 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 **120 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 remaining amount

If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

- 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.
 - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other

form of security. The Bank Guarantee format should have the approval of BHEL.

- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the 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.

The Security Deposit will be released along with the final bill after completion of the work.

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.

2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

3. The daily wage rate of labour applicable as on date from 01. 10.2010 is as follows as per AGM (HR) Ref. No. HR/IR/CL/DA/11 Date : 05.02.2011

Unskilled worker - Rs. 314.65 / Per day

Semi Skilled Worker - Rs. 344.30 /Per day

Skilled Worker - Rs. 372.42 /Per day

4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f .06..2011. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages.

5. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working

6. payment of bonus under the payment Act 1965 upto 20%.

7. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor covered in point 3
8. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month.
9. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.
10. Any increase in rate of DA/Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders. Contract Executing Officers are requested to include requisite clause in the tender documents to enable Contractor to quote accordingly. It shall be categorically stated in the tender document that 'any increase in DA/WAGES shall be absorbed by the contractor himself and BHEL will not reimburse the increase in DA/Wages
11. Wages & other related payment should be transferred to workmen bank account

II) Special Instructions:

1. If an individual makes the tender, 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 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.
2. The EMD will be refunded to the unsuccessful tenderers after finalization of the tender. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "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.
4. 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 an 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 it liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. 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.
 6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
 7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
 8. The tenderers must satisfy themselves 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 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.
 9. 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.
 10. 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 2 months after expiry of the contract (REFER security deposit clause).
 11. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
 12. 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.

13. If any information by documents submitted by the contractor are found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
14. 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.
15. Even though the work is awarded particular group, if required work can be done any ever in BHEL Hyderabad as per direction of Engineer-in-charge.
16. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
17. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
18. If the contractor / his representative fails to attend when required for measurements, the Engineer Incharge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
19. 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-A

DETAILS OF SERVICES TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT IMPREGNATION PLANT (ASSET NO: 02-1676) IN 02 SHOP

WORK INVOLVED: Breakdown maintenance during the process and attending Preventive Maintenance during plant in idle condition

Full details are attached in page 2,3,4

1. Breakdown Maintenance: x Points
2. Preventive Maintenance – vi Points
3. OPERATIONAL ASSISTANCE
4. Inspection: iii Points
5. General: v Points.

CHECK LIST:

1. Vacuum system; a-d Points
2. Resin system: a-d Points
3. Trolleys: a - c Points.
4. Chilling plant; a- d Points.
5. Job rotator: a-c Points.
6. Nitrogen storage tank: a- c Points.
7. Instrumentation: a Point.
8. Preheating furnace: a- c Points.
9. Post heating furnace: a- e Points
10. Miscellaneous: a to l Points.

Total scope of work is given under check list & scope of work.

ANNEUXURE - B

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the services being provided by the contractor and find out deficiencies, negligence etc. if any. The contractor shall rectify the same immediately within 24 Hours to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor at the following rates:-

Breakdown maintenance during the process and attending Preventive Maintenance during plant in idle condition.

Measurement:

Breakdown maintenance - No of operations – 313;

Preventive Maintenance - No of operations-52;

OPERATIONAL ASSISTANCE

- 3 Any future wage raise on account of DA Increase/ Wage revision by AP Government may be met by the contractor himself. BHEL will not reimburse the differential in rate of DA or Wages.
- 4 All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

1. All spares, consumables like oil, lubricants, grease, diesel, gas etc. will be provided by BHEL free of cost to carry out the work.

2. The contractor will provide to his employees all tool, tackles equipment required to carry out the jobs under the contract at his own cost.
3. 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.
4. It is the responsibility of the contractor to follow the safety precautions & use PPE's (Personnel Protection equipment) while carrying out the work on heights. The following plant protective equipment should be compulsorily made available to the staff engaged by the Agency a) Safety dress b) Safety shoes b) Helmets

The contractor shall provide uniform/safety appliances at his own cost to the persons engaged at site, which may be required under statutory or otherwise and will ensure that all precautions are taken for safety of his employees.

5. This work shall be executed in accordance with the general conditions applicable to works contract.
6. BHEL will not provide residential accommodation to the contractor; they should make their arrangements for accommodation.
7. 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.
8. The Contractor will maintain records of his employees deployed to carry out the job.
9. The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
11. The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
12. 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.
13. 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.
14. The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, contractor will replace such employee immediately.
15. 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.
16. 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.
17. 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 - Agreement part cont..

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 10% 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 01.04.2010 date and will remain 31.03.2011 valid for a period of 1YEAR. 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. 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 authorized 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. 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.

42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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 regulations of Electric board / company and charges there on shall be recovered from the contractor.
48. 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.
49. 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.
50. 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.
51. 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.
52. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
53. In the event of any question or dispute 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.
54. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
55. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.

56. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
57. The labour employed by the contractor, if found in abetting 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.
58. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
59. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
60. The decision of the "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.
61. 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.

Price bid should be submitted in a sealed cover

PRICE BID

PART- B

Annexure - I

Scope of work for" AMC(Service contract) for the Maintenance of Micafil make Impregnation Plant Asset No: 02-1676 in 02 shop and other equipments "

Contract duration: One Year

Sl.No	Description	Unit	Quantity	RATE per Unit operation Rs	AMOUNT Rs.
1	BREAKDOWN MAINTENANCE & operational assistance as per the scope of work (operational assistance consists of loading and unloading of job from preheating furnace, impregnation chamber & gas fired post heating furnace)	Operations	315		
2	PREVENTIVE MAINTENANCE as per the scope of work - check list of preventive maintenance During no operational / Idle days	Operations	50		

TOTAL AMOUNT RUPEES

(Rupees
Taxes if any : Service Tax

Special Note: operational assistance and breakdown maintenance and preventive maintenance should be carried out during BHEL holidays and also on Sundays in the entire contract period of 1 year.