

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

**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM : : HYDERABAD – 502 032**  
(M&S DEPARTMENT/ P&C)

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**NOTICE INVITING TENDER**

**NIT NO. M&S/P&C/2011/014 DATED: 13.08.2011**

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 of WESMAN make furnace 06-1329 in 06 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	Repair of wesman furnace 06-1329 in 06 shop	<b>7.44</b> + taxes	20,000	3 Months	500	18.08.2011	13.09.2011	14.09.2011 time 10.30am & 13.30 Hrs

Tender submitted by:

**Name & Address of tender submitting party:**

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**(DEVESH RAJ)**  
**AGM/ M&S (P&C, Telecom)**

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



	2 works of each Rs3,72,000  1 work - Rs5,95,200	
2	PF CODE NO : if available	
3.	ESI CODE NO:	
4	Acceptance for undertake the work and complete within 3 months	
5	Validity: Minimum 90 days from technical bid opening date.	
6	EMD Rs20,000/- bankers cheque / DD No & date ref Details #3 pg 8	
7	Tender cost Rs 500/- BHEL Cash receipt / bankers cheque / DD No & date details	
8	Security Deposit clause: acceptance ( Details see under terms and conditions clause 9 pg 9 )	
9	PAN No:	
10	Service Tax Regn No: ( if registered)	
11	VAT/ TIN if registered	
12	<b>PRICE:</b> <b>(The Tenderers should quote rates against each item in the price schedule) .</b>  details of work given price bid Part – B  Taxes: SERVICE TAX & VAT if any : in %  credits arriving from taxes will avail by BHEL	
13	Amount quoted is firm during contract period	
14	<b>PAYMENT TERMS:</b> full Payment release after entire work and on commissioning  Bill is to be recorded in measurement book with full details of price schedule.	
15	<b>PENALTY:</b> 0.5% of the total 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	Guarantee - 6 months	
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, contractor .	
21	Materials for repair of wesman furnace is in BHEL Scope of supply free issue. consumables like welding rods, oxy – acetylene gas, power are free issue by BHEL.  other required items like tools, lifting facility will be in the contractor scope.	
22	Annual turnover during last 3 years ( Rs223,200/- average per year) 09-10 08-09 07-08  Turnover copies / P&L certified by CA should be enclosed	Amount Rs.
23	Scrap arising from repair work - shifting to scrap yard	

**Imp: Lowest offer will be decided on total cost to BHEL**

**Tender Notice No: M&S/P&C/2011/014 Dated: 13.08.2011**

### **PRE QUALIFICATION**

- I. The following conditions are to be satisfied by the tenderers, 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.
  2. Experience having successfully completed “Similar works as defined below” during last 7 years upto August 2011 in which applications are invited should be either of the following.

Definition: **similar works:** The contractor or the tenderer must be in the line of manufacture or repair of any type of furnaces”

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 31<sup>st</sup> March 2010, should be at least 30% of the estimated cost.

4. ESI code no. with proof of allotment.

5. P.F.Code no to be submitted after work awardal.

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, 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 AGM / M&S (P&C, Telecom,TPT, PD, Cranes), 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 contractor's 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](http://www.bhel.com/tender%20Notifications). 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 **AGM / 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; payable at HYDERABAD. or payment of cash deposited 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 – understanding.
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 AGM / M&S (P&C, TPT, Telecom, Cranes & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- 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 cover.

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.**

**BHARAT HEAVY ELECTRICALS LIMITED**

**RAMACHANDRAPURAM :: HYDERABAD-32**

**TENDER DOCUMENTS (TECHNICAL BID)**

Name of the work : wesman furnace 06-1329

Tender Notice No. **M&S/P&C/2011/014**      **Date: 13.08.2011, Item No. 01**

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BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM: : HYDERABAD-32

## TENDER NOTICE

**No. M&S/P&C/2011/014**      **Date: 13 .08.2011**

1. Sealed Tenders should be dropped in new vendor complex tender box in Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 up to **10.30** hours before **14.09.2011** for the work of “Repair and modification of wesman furnace 06-1329 in 06 shop” BHEL, Ramachandrapuram, Hyderabad-502 032.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](http://www.bhel.com) / tender notification during tender period. Or can be obtained on any working day from 09.00 to 14.00 hours upto **13.09.2011**

2. Tenders must be submitted in sealed covers and should be addressed to the AGM/M&S( P&C), 02 annexe, Bharat Heavy Electricals Limited, 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.20,000/-** 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 Dy.Manager (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 AGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the AGM/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 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 **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 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.

## **TENDER FOR THE WORK**

I/We\_\_\_\_\_do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard specification and the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

### **SIGNATURE OF TENDERER**

Address

## 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 it's 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 Manager (HR-IRX) Ref. No. HR/IR/CL/DA/11 Date : 05.02.1011.

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 01.10.2010 along with PF & ESI contributions may also be ensured. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and 20% payment of bonus on the wage of Rs. 3,500/- per month under the payment Act 1965.

Special payment of Rs2,000/- for USW , Rs2300/- for SSW & Rs2500/- for SW is also payable

5. 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 20<sup>th</sup> of every following month. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.

Any increase in rate of Cost of Living Allowance / Wage hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders.

**SIGNATURE OF TENDERER**

## 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 RPF.
- 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.

### **GENERAL TERMS & CONDITIONS (Part-2)**

### **ANNEXURE- C**

1. The contractor shall comply with the following general terms conditions and special instructions.
2. The contractor shall fully comply with the following enactment's:
  - a. Contractor Labour (R&A) Act, 1971.
  - b. Wage Rates not less than that notified by State Labour department from time to time.
  - c. Payment of Wages Act.
  - d. ESI Act, 1948.
  - e. EPF Act, 1952.
  - f. Workmen's Compensation Act, 1923.
  - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
  - a. Form XIII - Register of workmen employed by contractor (Rule 75).

- b. Form XIV - Employment card issued by contractor (Rule 76).
- c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
- f. Form XIX - Wage slip (Rule 78 (b)).
- g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
- h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82 ) (1).

**The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.**

5. The contractor shall observe
  - (a) Weekly rest day.
  - (b) The company list of holidays.
6. 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.
7. 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.
8. 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.
9. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
10. 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.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. 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.

13. 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.
14. 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.
15. 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 misconducts himself and such persons shall not be again employed on the works without permission of the company official.
16. 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.
17. 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,
18. 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.
19. 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.
20. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge o f the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
22. 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 incharge of the work.
23. 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.
  24. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDHRA PURAM, HYDERABAD-502032.
  25. The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A ) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
  26. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the FACTORY /TOWNSHIP CIVIL OF B.H.E.L. Ramachandrapuram, Hyderabad -502032
  27. 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.
  28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
  29. The contractor shall not resort to sub-contracting 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.
  30. The contractor shall provide the required safety equipment to the labours engaged by him.
  31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
  32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
  33. 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.
  34. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
  35. 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.
  36. 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.
37. 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 so authorized and directed by the company in writing at any time before completion of the work.
  38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
  39. 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.
  40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
  41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
  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 authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
  44. Contractor shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected 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 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 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.

48. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
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 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.
52. In the event of any question or dispute 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.
53. 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.
54. The company reserves the right to enter into parallel agreement with one or more contractors at their direction.
55. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
56. 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.
57. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed they shall be strictly followed.
58. 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.
59. 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.
60. The tenderers should be professionally qualified or they should undertake to employ required number of professionally qualified staff as determined by Engineer-in-charge Bharat Heavy Electricals Limited. The tenders should be that one of such technical staff is always at the site during the working hours.

## **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 on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. If 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. AGM (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 is 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 six months after expiry of the contract.
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 township of 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.

**GENERAL TERMS & CONDITIONS**

1. BHEL shall have 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.
1. 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.
2. 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.
3. The contractor shall deposit an amount as per clause 9a,b,c of tender notice as security with BHEL. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of maintenance period subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
4. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
5. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Medak District, A.P.
6. Not with standing anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason there of by giving a notice of 30 days to the contractor.
7. The contract will commence on \_\_\_\_\_ date and will remain valid for a period of **3 months**. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
8. 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 Ramachandrapuram, 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, Medak District, A.P.

**NOTE:**

**(GENERAL CONDITIONS)**

- 1. The quantities shown above are approximate and liable for variation.**
- 2. All BHEL general conditions of the contract shall be applicable.**
- 3. The contractor shall affix his signature at the end of each page of this tender documents and put rubber stamp wherever he signs in the Contract agreement or bills for making payment.**
- 4. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.**
- 5. The rates quoted shall include all lifts, leads and other incidental charges mentioned in the General conditions of contract unless otherwise specified.**
- 6. The department reserves the right to split and award the work to more than one agency.**
- 7. The contractor should engage labours who should not be less than 18 (eighteen) years of age.**
- 8. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by IR section of Personal Department.**
- 9. The rates quoted by the contractor is inclusive of all quality tests required for all construction materials including cube test to concrete at all stages as directed by Engineer-in-charge.**
- 10. The agency must give a break of 15 days for his workers, on rotation with out affecting the work after completion of six months of contract period.**

**SPECIAL CONDITIONS**

1. Time is the essence of contract and the specified time of completion is upto **3 months** which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the General conditions of contract and from part of the contract documents. Where these special conditions are at variance with the General conditions of contract, these special conditions shall prevail.
3. All rates quoted shall be for finished work in situ inclusive of all leads, lifts and other incidental charges and those in general conditions.

4. Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy himself about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall conform to the relevant APSS and shall be got approved by the engineer-in-charge before they are used on the work. The Bharat Heavy Electricals Limited will not, however, after acceptance of a contract rate, pay extra charges for any other reasons, in case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
5. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule-A. For the sake of uniformity in comparisons of tenders, the tenderers should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
6. The issues of materials are governed by the conditions specified in Scheduled-B. The contractor himself shall supply all other materials and the rates for the relevant items are inclusive of all such supplies.
7. The cement concrete work plain and reinforced shall be executed as per IS : 456 (latest). A tentative sketch/drawing of work is available in the office, which is intended to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
8. The rate quoted for Reinforced Cement Concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowelled so as to obtain smooth and even surface.
9. The paint to be used shall be of standard make and shall be approved by the Engineer-in-charge before applying.
10. The tenderer should specify the plant and machinery such as pan mixers, concrete mixers, vibrators, steel shuttering etc., that he possesses and is going to use them on the work.
11. The Andhra Pradesh Standard Specification / I.S. Specifications, those in Schedule-A shall be followed for all items of works. Wherever there is difference between the A.P.S.S. and I.S. Specifications, the later shall prevail.
12. The AGM/M&S reserves the right to deviate either by addition or by deduction from the schedule of items of work given in the tender document after awarding the work.
13. In case of any difference between agreement wording and detailed drawings the interpretation of the AGM/M&S shall be final and binding on the contractor.

14. The final acceptance of work in all items is subject to proper behaviour after testing regardless of whether the items are paid for or not.
15. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.

**(SPECIAL CONDITIONS – SAFETY)**

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
3. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M
4. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
5. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
6. The contractor shall keep a supervisor always at work site.
7. Power shut down shall be taken before commencement of the work wherever power cables are running.
8. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

Price bid should be submitted in a sealed cover

PRICE BID

ANNEXURE- I

Schedule of work for: "Repairs to WESMAN Furnace 06 -1329 in 06 shop"

Sl.No	Description of work	Unit	Quantity	Rate/ Unit	Amount Rs
1	Check up and overall markings of valves and pipe lines in Furnace measuring : 5.2 x 15.0 x 6.1 meters	Sq Meters	325		
2	Removal of old insulation and transporting it to scrap store	Cubic meters	65		
3	Removal of old sheets, angle iron and its transportation to scrap store	Sq. meters	325		
4	Grinding of tacks and welds to get good surface	Sq Meters	125		
5	Removal of door from hinges ,pulleys , channel removal of brick work	Tons	4		
6	Removal of counter weight	Tons	4		
7	Removal of Door winch arrangement	Kg	250		
8	Removal of Bogie insulation , bricks, side castings	Cubic Meters	40		
9	Removal of bogie bottom sheet, wheels and axils	Kg	3000		
10	Removal of Bogie winch , Gear box, drum, sling, pulley and rollers assemblies	No of assy items	15		
11	Removal of rear support brick work size 5.2 m X 1.5 meter and top near burners(8+8 meters)	Sq Meters	18		
12	Cleaning of supporting channels	Run. Meter	36.5		
13	Door channel supports removal	R. Meter	10.5		
14	Replacement of door support channels/ angle irons & supporting sheets with new plate of thickness 6 mm(6 mm sheet , channels studs shall be supplied by BHEL)	Sq. Meter	76		
15	Replacement of pulleys , slings, bearings/sleeves of door (slings, bearings/sleeves supplied by BHEL)	Kg	340		
16	Replacement of plate 6mm thick around the furnace and staggered welding to columns and top cover plates and angle iron (bending of top cover plate and angle iron is in the scope of vender) Damper support plates angle iron supports are to be replaced after new plate replacement.	Kg	7500		
17	Heat resistant Al paint in side surface -2 coats ( Pint shall be supplies by BHEL)	Sq Meters	325		

Sl.No	Description of work	Unit	Quantity	Rate/ Unit	Amount Rs
18	Welding of studs ,fixing of ceramic fabric 225 mm thick & locking . Stud spacing shall be 6 inches triangular pitch ( Studs, lockers and ceramic blanket of size 25 mm X 600 X 6000 mm is supplied by BHEL )	Sq Meters	325		
19	Replacement of bricks work near burner top and bottom side including burner blocks( Bricks , Hard facing bricks, cement shall be in the scope of BHEL	Sq Meters	32		
20	Burners cleaning	No	36		
21	Bogie bottom plate replacement with new sheet. Plate shall be in BHEL scope	Sq Meters	75		
22	Insulation brick work	Cu meters	52		
23	Side castings replacement -3 types(supplied by BHEL)	Kg	1500		
24	Boige axils , wheels , bushes , bearings housings replacement. (bushes , bearings housings are in the BHEL scope of supply	Kg	2000		
25	Winch servicing	No of items	1		
26	Servicing of thermocouple connections	No	8		
27	Replacement of limits / stoppers -8 no (4+4)( Supply Limits are BHEL scope)	No	8		
28	Servicing of electrical panels & push button station	No	2		
29	Servicing of blower	No	3		
30	Blow out preventers - servicing	No	3		
31	Any other that is not mentioned but required for better performance shall be attended	Lump sum	LS		
32	Final testing for fuel gas leakages/ fumes & performance of electrical limits functions and damper working	Lump sum	LS		
33	Roof lighting 16 nos are to be put into working condition MH lamp set shall be of BHEL scope	No	16		
	TOTAL RS				

Amount in words Rupees

Taxes:

Tenderer signature