

Filled tenders should be dropped in VENDOR COMPLEX



BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDHRAPURAM : : HYDERABAD-502 032

## **NOTICE INVITING TENDER**

Phone: 040 2318 3334 / 2739 Fax: 040 2302 0185 email [devesh@bhelhyd.co.in](mailto:devesh@bhelhyd.co.in)

Name of the Department: M&S (Planning & Co-Ordination)

**NIT NO: M&S/P&C/2009/27 dt:13.12.2010**

***Item No: 2***

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

1. Name of work : **PERIODICAL MAINTENANCE OF HT & LT SWITCHGEAR PANELS**  
at various Sub-stations in BHEL- 214 Panel sets
2. Estimated Amount: Rs6.46 Lakhs + Taxes
3. Earnest Money deposit : Rs.20,000/-
4. Time of Completion : 12 Months
5. Maintenance period : 0 Months
6. Last date for download : 03.01.2010
7. Last date of receipt of tender : 04.01.2010 at 11.00 Hrs
8. Date and time of opening of tender : 04.01.2010 at 13.30 Hrs
9. Cost of tender documents : Rs. 250

Name & Address of the bidder:

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.....  
.....

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

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

**M&S DEPARTMENT / PLANNING & CO-ORDINATION**

**TENDER SCHEDULE FOR THE WORK OF “PERIODICAL MAINTENANCE OF HT & LT SWITCHGEAR PANELS at various Sub-stations in BHEL- 214 sets”**

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

**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**

	Description	Acceptance/ Remarks by the Contractor .
1.	<p>Experience :: (tender pre-qualification is reproduced below)</p> <p>Maintenance / Erection of H.T substations 11KV / 6.6 KV including large capacity transformers/high tension/ low tension switchgear panels.</p> <p>Or</p> <p>Maintenance / Erection of H.T/ LT Substations in industrial organizations contains not less than 20 ( HT &amp; LT SWITCHGEAR PANELS OF 11/6.6 KV] .</p> <p>furnish details in the opposite box :</p> <p>where the works carried out</p> <p>nature of work:</p> <p>Period of contract:</p> <p>Value of contract:</p> <p>Work executed in which year:</p> <p>WORKS executed as per prequalification</p> <p><i><u>copies are to be enclosed with your offer</u></i></p> <p>3 work of each: Rs258,728/-</p>	

	2 works of each Rs323,410/- 1work : Rs517,456/-	
2.	PF CODE NO ( if available):	
3	ESI CODE NO:	
4	LABOUR LICENCE NO obtained from Asst. Labour commissioner, Central, ATI Cmapus, Vidyanagar Hyderabad Validity: ( either valid or under renewal) or not required, pl. mention	
5	Electrical Licence No HT Grade - 11,000 volts : & validity upto	
6	Completion Time - in 12 months	
7	Validity- minimum 90 days from technical bid opening date.	
8	EMD Rs20,000/- Cash receipt/ cheque Details CLAUSE 3 & 4 or One time deposit held with BHEL, Hyderabad, CR NO & Validity	
9	Security Deposit Clause: acceptance ( Details see under terms and conditions clause: 8 / 9 )	
10	PAN No:	
11	Service Tax Regn No:	
12	<b><u>PAYMENT TERMS:</u></b> Progressive payment on prorata basis for the work completed in all respects and on submission of bill at half yearly intervals. Bill should be recorded in measurement book with details of work carried out. Release of payment may take place about 30 days	
13	No Advance payment :	
14	Work Guarantee : Nil ( 0 ) months:	
15	<b><u>PENALTY:</u></b> 0.5% of the contract value per week or part thereof upto a maximum of 10% of the contract value shall be levied beyond the scheduled completion time. Or not attending in between contract period also will attract penalty.	
16.	TERMS and Conditions shall be acceptable.	
17	Decision of BHEL Representative shall be final in the matter of inspection at any stage	
18	All items will be carried out as per Annexure-I details of work as enclosed in part - B	

19	<p><b>PRICE:</b> Price quoted should be firm during contract period. Taxes and duties in % applicable for this work should indicate in the opposite box clearly.</p> <p>Please mention Tax is included in your rate or exclusive of tax</p> <p>Labour engaged should get payment in every month. Labour payments should be linked with minimum wages act 1971 (details like PF,ESI, BONUS@20%, BHEL Allowance Rs38.65 per day , PPE's, revised DA from time to time as per the AP GO / BHEL HR/IR circulars) Tax Invoice should be submitted to BHEL. credits arrived from taxes will be availed by BHEL</p>	
20	<p><b>TURNOVER</b> (30% of the estimate in 3 consecutive years ( Rs194,046/- average per year): 09-10 08-09 07-08 Turnover copy enclosed should be certified by a Chartered Accountant P&amp;L – CA certified copies to be enclosed</p>	<p style="text-align: center;"><b>AMOUNT</b></p> <p>Rs Rs Rs</p>
	VAT / TIN NO:	

**Signature of Tenderer**

**NOTE :**

- 1) The HT&LT breakers are located at various sub-stations inside the factory premises. The contractor has to arrange or shift all his testing equipment/ tools to various locations to repair. Check and test the Breakers as per the instructions of the site engineer.
- 2) The plant will be operating in all the three shifts and necessary shutdowns are to be requested by the contractor and suitably plan his activities as per the availability of the shutdown.
- 3) The contractor shall arrange and organize skilled ITI(Electricians & Electrical fitters manpower to attend the activities.
- 4) No manpower will be supplied by BHEL to handle the equipment.
- 5) All necessary tools and tackles, necessary equipment to attend the activities has to be arranged by the contractor.
- 6) Removal of the CTs, PTs, relays, meters and other auxiliaries is in the scope of contractor.
- 7) Cable lugs, end termination kits will be supplied by BHEL. Contractor has to arrange Hydraulic crimping tool for crimping the lugs.
- 8) All safety and protective devices are to be arranged by the contractor.
- 9) The priorities will be decided by BHEL. If necessary contractor shall shift his man power from Place to place to meet the emergencies. No extra charges will be paid for such changes.
- 10) All jobs required to make the HT & LT switchgear functional is deemed to have been included in the scope of work.
- 11) Contractor should have valid Electrical licence issued by CEIG of AP to carry out such works.

12) Even skilled technicians are required to have work permits of wireman/supervisory licence issued by CEIG of AP.

**NOTE:-**

1. The full set of documents/ tender should be submitted in a sealed cover
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.

**Signature of Tenderer**

**Tender Notice No: M&S/P&C/2010/27 Dated: 13.12.2010**

**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.
  2. Experience having successfully completed "Similar works" during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following.

Similar works definition:

Maintenance / Erection of H.T substations 11KV / 6.6 KV including large capacity transformers/high tension/ low tension switchgear panels.

Or

Maintenance / Erection of H.T/ LT Substations in industrial organizations contains not less than 20 ( HT & LT SWITCHGEAR PANELS OF 11/6.6 KV] .

- 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 of the previous financial year, should be at least 30% of the estimated cost.

4. ESI code no. with proof of allotment.

5. P.F.Code no. with proof of allotment.

6. PAN number with proof of allotment.

7. Central Labour Licence if engaged 20 persons or above.

8. Electrical licence - suitable grade- 11,000 volts HT

9. 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.

10. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).

11. BHEL shall have the right to reject any tender based on past unsatisfactory performance.

12. 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, TPT, Telecom & 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.
1. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to Sr.DGM / **M&S( P&C, Telecom), 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. 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, Cranes) 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 gross value of work.
11. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.

12. Separate Covers (i.e.)
- |         |   |  |
|---------|---|--|
| Cover-A | - | for Technical Bid (sealed cover)   |
| Cover-B | - | for Price Bid (sealed cover)   |
| Cover-C | - | common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over. |
13. Tender will be finalised on lowest cost to BHEL based upon the lowest rate of total value per annum. Thus arriving to total value of the tender along with applicable taxes and duties.
14. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
15. The rates quoted by the contractor shall indicate clearly monthly rate and taxes separately as applicable from time to time.
16. 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.
17. **All payments will be directly credited to tender/ contractor bank account, for such transfers tender 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/2010/27, Date: 13.12.2010**

1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **04.01.2010** for the work of **“PERIODICAL MAINTENANCE OF HT & LT SWITCHGEAR PANELS** at various Sub-stations in BHEL- 214 Panels” 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 13.30 hours in purchase co-ordination, behind cash office at F-gate. 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 **03.01.2010**

2. Tenders must be submitted in sealed covers and should be addressed to the SDGM/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 it's 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 Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.
  - a) Cash Receipt from B.H.E.L., Cash Office
  - b) Bankers cheque / Demand Draft.
  - c) 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 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 – “A”. 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.

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 **90 days** from the date of opening of the tender.
- 9a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs	:	Rs. 1 lakh + 7.5% of the

**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 scheduled 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 01.04.2010 is as follows as per Manager (HR-IRX) Ref. No. HR/IR/CL/DA/2010 Date : 26.05.2010**

Unskilled worker	-	Rs. 190.27 / Per day
Semi Skilled Worker	-	Rs. 208.38 /Per day
Skilled Worker	-	Rs. 228.80 /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 20.01.2011. 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 payment of bonus under the payment Act 1965.**
5. **Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor, does not qualify for any other benefits**
6. **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.**
7. **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**
8. **Payments to contractor labour should be deposited in their bank accounts.**

Annexure-C

### **CONTRACTOR'S OBLIGATIONS**

#### **A) CONTRACTUAL**

- a. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized

representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

- b. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- e. Contractor should issue appropriate appointment letters to his employees.
- f. Contractor to provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
- g. Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee (s) immediately.
- h. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i. 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.
- j. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible and safety regulations as applicable.
- k. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

**B) TOWARDS STATUTORY LIABILITY**

- a. 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, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. 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.
- c. 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 atleast 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No / Card of each employees.
- f. 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. Contractor to issue wage slips to his employees.
- g. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h. Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i. 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 / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l. Contractor to obtain insurance cover for his employees / equipment, tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage pilferage of his property and / or his employees.

- m. Contractor should have independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
- n. Payment of bonus under the Payment of Bonus Act Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o. Over and above the daily wage rate, payment shall be made for leave with wages.
- p. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and over time to his employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.
- q. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s. Contractor to obtain license under CL (R&A) Act 1970.

**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. 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 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 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.

**I. General Instructions to the contractors:**

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a

member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.

2. The EMD will be refunded to the unsuccessful Tenderers after scrutiny of the tender / work finalization. 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 " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the " Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
4. Tenderers shall persue carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
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. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
9. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
10. BHEL is having right to call the lowest bidder for price negotiations, if the rate or amount quoted by contractor is felt on higher side. In such cases contractor should attend negotiations with full details.

11. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
12. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
13. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
14. BHEL reserves the right to terminate the contract at any stage without assigning any reason.
15. Tender should be submitted in sealed cover addressed to the Sr.DGM / M&S(P&C) and duly super scribed with the tender number, tender date, name of the work and due date of tender opening on the envelope. The tenders will be opened on tender due date at 14.00 Hrs in presence of those tenders who choose to be present at finance department, BHEL, Ramachandrapuram, Hyderabad.
16. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
17. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
18. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Ramachandrapuram, Hyderabad.
19. The contract agreement shall be entered with BHEL, Ramachandrapuram, and Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.
20. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehavior or conduct of any Peron engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.
21. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of labour.
22. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
23. The labour employed by the contractor, if found in abetting any of fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such laborers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of state and Central Governments.

24. WAGE SLIP, employment card, etc to the labour, supervisor have to be arranged by the contractor.
25. PF Remittances should be made before 7th of every month for workers engaged, a copy must be produced in HR(Personnel) and also to site incharge.
26. Permissions for labour and materials shall be obtained in the prescribed formats.
27. Break: contract labour should be given break period for about 15 days once in every 6 months in case long duration contracts
28. The issue of materials is governed by the conditions specified in the schedule-II (If any). All other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
29. BHEL is reserve the right to deviate either by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.

## **ANNEXURE – B**

### **MEASUREMENT OF WORK AND PAYMENT THEREOF.**

1. 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.
2. The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.
3. Shortcomings, if any, in the work executed will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified/ carried out by him within three days to the satisfaction of the designated employee.
4. Payment towards work satisfactorily executed will be made to the contractor at the following rates:
5. Payments will be made to the contractor on the basis of work carried out by him on regular interval basis.
6. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules

## **ANNEXURE-D**

### **GENERAL TERMS & CONDITIONS**

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The

relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount of Rs. \_\_\_\_\_ ( 10% of contract value) 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 this 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 SANGAREDDY/ HYDERABAD Court.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence on \_\_\_\_\_ date and will remain valid for a period of 12 Months till \_\_\_\_\_ date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be office of General Manager/ M&S (indicate place). The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties

( price bid should be submitted in separate cover in sealed condition)

**PRICE BID**

**ANNEXURE- I**

**SCHEDULE OF WORK FOR “ PERIODICAL MAINTENANCE OF HT & LT SWITCHGEAR PANELS AT VARIOUS SUB-STATIONS IN THE FACTORY –214 Nos - CONTRACT PERIOD: ONE YEAR**

S.NO	DESCRIPTION OF WORK	QTY	UNIT	RATE Rs.	AMOUNT Rs.
<b>(I)</b>	Preventive / Schedule / Breakdown maintenance of all HT 11/6.6KV HT Switchgear panels as per following works to be carried out BVP3 and BVP4 LM12 BVM12,VM12,VM3AF IB4 oil switches Total - 214 Nos (all BHEL Bhopal make)	<b>214</b>	<b>sets</b>		
a)	Opening of all doors, side covers, drawl of breaker from the unit and cleaning & dusting of the Equipment with Cora cloth and vacuum cleaner. Contractor shall provide all cleaning agents and Equipments for the above activity.				
b)	Checking and tightening of the contacts and contact assembly for any pitting, hot spots or any abnormal conditions and replacing damaged contacts with new spares.				
c)	Cleaning the operation mechanism including spring mechanism/motor operation, limit switches etc., of the Breaker.				
d)	Checking and correction of the internal wiring of the unit, testing of the wiring by simulation and Submission of the report basing on the status.				
e)	Oiling of the moving mechanism and check for Proper operation.				
f)	Checking and replacing the magnetic coils used for The closing and tripping operations.				
g)	Checking the total interlocking by simulation.				
h)	Checking, cleaning including replacement of the Damaged bushings/Insulators/Spouts.				
l)	Checking the healthiness of the CTs & PTs and also replacing the defective items.				
j)	Checking the internal wiring of the unit includes metering, indication lamps, switches and replacing the defective items.				
k)	Checking the wiring of the protective relays, simulation of condition and testing of relays for its Healthiness.				

S.NO	DESCRIPTION OF WORK	QTY	UNIT	RATE Rs.	AMOUNT Rs.
l)	Checking and cleaning the vacuum interrupters and Replacement of defective units.				
m)	Checking the condition of the insulating oil if required Removal of the old oil and filling of the filtered oil. (Drawl and shifting of new oil and filtering the same and shifting the old/removed oil to stores is in the Scope of the contractor				
n)	Checking and tightening of all bus bars of switchgear CT'S, PT'S Terminal blocks and checking for any hotspots.				
o)	Checking of total earth continuity for non conducting items of the switchgear panels.				
p)	Replacement of damaged gaskets for prevention of dust and entry of insects. Cleaning and closing of any openings at the bottom/side for prevention of Entry of rats.				
q)	Checking the alignment of panels and if required correcting the same.				
r)	Checking and connecting the external earth flat to meet safety and statutory norms.(concerned earth pit values are to be recorded)				
s)	Record and submission of IR values of each panel and combination of the panels.				
<b>(2)</b>	Preventive / Schedule / Breakdown maintenance of all LT switchgear panels as per following works to be carried out. L.T incoming and outgoing ACB panels of L&T, Marine and JG stator makes of various capacities such as 3200A,2000A,1600A,1250A,1000A and 800Amps etc., Total --- 252 sets Same as item no (I) of (A) to (S) except (L),(M) activities.	<b>252</b>	<b>sets</b>		
<b>(3)</b>	HT Capacitor Banks (out door)  (I) 2016 KVAR --2 sets(each set consists of 24 Nos 84/168 KVAR units) (ii) 1008 KVAR --2 sets(each set consists of 12 Nos 84/168 KVAR units) a) Cleaning & checking of all fixed and movable parts including applying CTC/Grease. b) Checking of limit switch operations for entry and closing door.	<b>4 (32 units)</b>	<b>Sets</b>		

S.NO	DESCRIPTION OF WORK	QTY	UNIT	RATE Rs.	AMOUNT Rs.
c)	Cleaning and tightening MS and Brass fasteners including strengthening the same.				
d)	Checking and operation of outdoor AB switches and if requires rectification of same.				
e)	Checking and replacing the HT fuse wires where ever required.				
f)	Checking the IR values of Residual Voltage Transformers and capacitor units of 84/168 KVAR. and record.				
g)	Checking and replacement of faulty capacitor units for item III (i&ii)				
h)	Checking and testing of IR values & earth continuity for the entire equipment before and after switching ON & OFF and record the same.				
l)	Periodical cleaning of the floor area and equipment with Cora cloth/vacuum cleaner and water.				
j)	Replacement of defective RVTs if required for the available four sets.				
k)	Lugging and crimping with solder less copper lugs for interconnection of capacitor units, RVTs, earth and neutral points wherever required.				
<b>(4)</b>	<p>LT Capacitor banks (Indoor):-</p> <p>(I) LT capacitor banks of 50 KVAR . LTTSC capacitor banks of 200 KVAR (BHEL, BHOPAL &amp; BANGALORE make)</p> <p>a) Cleaning and checking of the capacitor units for proper operation.</p> <p>b) Dismantling and shifting of 50KVAR capacitor units which are faulty from existing location to stores.</p> <p>c) Replacement of faulty LT control gear with damaged contactors etc, and fixing new control gears for 50 KVAR units.</p> <p>d) Cleaning and checking of 200 Amps CFS units for 50 KVAR units.</p> <p>e) Replacement of defective 200Amps CFS units for 50 KVAR units.</p>	<b>36</b>	<b>sets</b>		

S.NO	DESCRIPTION OF WORK	QTY	UNIT	RATE Rs.	AMOUNT Rs.
f)	Checking and meggaring of LT cables from 50KVAr Units to control gear and LT ACB panels.				
g)	Replacement of damaged LT cable of 3 ½ x 95/70 Sq.mm Aluminium . PVC Insulated with new cable and making its end terminations at both side (Approx length 5 mtrs per 50 KVAr units)				
h)	Routine checking cleaning and functioning LTTSC Units				
i)	Checking of IR Values and earth continuity from ACB panel to LTTSC unit.				
<b>(5)</b>	DC Tripping units and its chargers (I) 30V,40AH MF batteries and 30V,4A chargers (ii) 30V,160AH MF batteries and 30 VOLTS, 20 Amps chargers  a) Checking and cleaning of batteries and chargers and apply battery terminal coating wherever required. b) Checking the condition of cells and chargers  c) Replacement of damaged MF batteries PCB'S and other defective items with new ones. d) Recording the charging and discharging currents of batteries and submission of same.	<b>50</b>	<b>sets</b>		
<b>(6)</b>	Dusting and cleaning of 48 Nos of HT&LT Sub-stations consisting of 196 Nos HT Breaker panels, 332 Nos LT Breaker Panels, 4 sets HT Capacitor Banks, 55 Nos LT Capacitor Banks, 55 Sets Battery Chargers & Tripping units, 70 Nos Transformers located at various Sub-stations inside the plant regularly. The scope of the work includes the following activities. a) Lifting the rolling shutters, opening the collapsable doors and dusting the various equipments in the sub-station regularly. The shutter/doors shall be closed after cleaning the Sub-station. b)Cleaning the cobwebs inside the control room and transformer room. c)Cleaning the Cable trenches inside the Sub-stations. d)Party shall arrange coconut brooms, soft brooms etc., for cleaning the Sub-stations.	<b>350</b>	<b>Tons</b>		
<b>7</b>	Earth excavation in all soils for cable trench of one meter width x one meter depth	<b>400</b>	<b>R.Meters</b>		

S.NO	DESCRIPTION OF WORK	QTY	UNIT	RATE Rs	AMOUNT Rupees
<b>8</b>	Shifting and laying of XLPE / PVC insulated and sheathed aluminum armoured cable ( BHEL Supply) of 11000 volts / 1100 volts grade of various sizes. The cables has to be laid in the excavated cable trenches	<b>400</b>	<b>R.Meters</b>		
<b>9</b>	Execution of 11 KV, HT/LT straight through terminations for various armoured cable trench including meggering before and after jointing. HT/LT Termination shall be outdoor type	<b>8</b>	<b>Joints</b>		
<b>10</b>	Supply and spreading of sand all round the cable to a thickness of 100 mm, Supply and laying of bricks all along the cable on both sides, Supply and laying of rough shabad stones of one meter width with one inch thick on top of bricks and refilling the same.	<b>400</b>	<b>R.Meters</b>		
<b>11</b>	Removing of HT/LT CABLES XLPE / PILC/ PVC Cables from trenches and shifting to stores as per site in-charge instructions.	<b>200</b>	<b>R.Meters</b>		

AMOUNT IN RUPEES

Amount in words: rupees

Taxes and duties if any applicable

**Signature of bidder**