

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

**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM: : HYDERABAD – 502 032**

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

**TENDER NOTICE**

**NIT NO. M&S/P&C/2011/04 DATED: 12.03.2011**

**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 outsourcing of Maintenance of 3500 telephone lines**

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	outsourcing of Maintenance of 3500 telephone lines and repairing of telephone instruments	12.22	40,000	12 Months	500	12.03.2011	18.03.2011	19.03.2011 time 11.00am & 13.30 Hrs

**Tender submitted by:**

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

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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** “outsourcing of Maintenance of 3500 telephone lines and repairing of telephone instruments in factory, Admn bldg and township (Communication Department)- One year period .

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

**THIS IS AN INDIVISIBLE WORKS CONTRACT BUT THE CONTRACTOR SHALL QUOTE FOR ALL ITEMS WITH INDIVIDUAL RATES**

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

**To be filled up by the Bidder**

**AGENCY:**  
**ADDRESS:**

**CONTACT PERSON:**  
**PHONE/ FAX**  
**eMAIL ID:**

Description

all columns to be filled by the Contractor –

1	<p>Experience :</p> <p>Prequalification: “ cable works or wiring works or telephone repairs or material handling works” (Details should be furnished )</p> <p>name of the work undertaken: value of work: worked in which company/ organization: year of work completion: work experience certificate obtained from whom: (enclose a separate sheet if necessary)</p> <p>3 works / 2 works / 1 work</p>	
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	<p>3 works not less than each Rs 489,000/-</p> <p>2 works not less than each Rs611,248/-</p> <p>1 work not less than Rs980,000/-</p>	
2	PF CODE NO:	
3	ESI CODE NO:	
4	LABOUR LICENCE ( central) NO ( R&A 1970) & Validity: if engaged more than 20 persons	
5	PAN No:	
6	SERVICE TAX REGN NO if available	
7	Contract period : 12 Months;	
8	Offer Validity- minimum 90 days from technical bid opening date.	
9	Tender cost Rs500/- Cash Receipt No/ Bankers Cheque No & Date	
10	EMD Rs40,000/- Cash receipt/ cheque Details for EMD fulfilment as per CLAUSE 3	
11	Security Deposit clause: acceptance ( Details see under terms and conditions clause: 9	
12	<p>Price :</p> <p><b>The Tenderers should quote rates against each item.</b></p> <p>Payments made to labour engaged by contractor is furnished in page under “ contractors Undertaking page 11/12 ” category of labour considered is “ USW”. 8 persons USW category is to be engaged throughout the contract period - accordingly contractor has to quote in price bid.</p> <p>SERVICE TAX : . The tenderer should bring out service tax is applicable or not applicable in the opposite box.</p> <p>If not optioned , offer will be treated as nil taxes,</p> <p>If service tax is applicable - credits arriving from taxes will be availed by BHEL</p>	
13	<p><b><u>PAYMENT TERMS:</u></b></p> <p>Progressive payment on prorata basis for the work completed in all respects and on submission</p>	

	of bill. Bill can be claimed in every month. Quantities billed should be recorded in measurement book	
14	“Instructions of incharge Telecom shall be followed through out the contract period for “Maintenance of telephone lines and repairs to instruments” :	
15	<b>PENALTY:</b> 0.5% per week or part there of upto a maximum of 10% on the balance contract portion for not attending the Maintenance of telephones lines/ complaints. Also will be applicable if the breakdown % crosses 0.5% at any point of time	
16	Acceptance of TERMS & CONDITIONS; obligations of the contractor, schedule of work annexure-I, special clauses, & Model Contract Agreement terms and conditions etc.	
17.	Decision of BHEL Representative shall be final in the matter of work inspection at any stage during contract period.	
18	All items will be carried out as per Annexure-1 price bid	
19	TURNOVER: 30% average for 3 years per year Rs366,749/- 09-10 08-09 07-08  only for three years turnover copies with CA/ACA certified copies are to be enclosed	AMOUNT  Rs Rs Rs
20	Contractor shall engage telephone mechanic with relevant experience of at least 2 years with basic qualification for the job work to be handled during the contract period.	
21	Contractor shall ensure attending at minimum 8 areas simultaneously	
22	Contractor should provide all hand tools to mechanics for day to day works- crimping tools, cutters, nose pliers, soldering iron etc.	
23	collect complaints list in the morning and submit the st for the work attended on day today basis	
24	Supply of Uniform in Dark Grey Colour & Safety Shoe, Helmet to workers during contract period	

Work description

SI No	Description	Average No of complaints per day
1	Attending to day to day telephone complaints	30
2	Shifting and provision of new telephone lines/instruments in factory, township and administrative building, necessary cable works at cabinets, DP Boxes and jumpering work at MDF, dressing of cables and termination	5
3	Repairing of telephone instruments	2

**Tender Notice No: M&S/P&C/2011/04 Dated: 12.03.2011**

**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.

Definition: **Similar works**: wiring or cabling works or telephone repairs or material handling works

- 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. Labour Licence if engaged 20 persons or above.
8. 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.
9. The contractor shall **affix his signature at the end of each page of this tender documents (technical and price bids)**.
10. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
11. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

II.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, Telecom,TPT, PD), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

(2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.

### III. NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can download from BHEL web-site <http://www.bhel.com/> tender Notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order or Cash receipt obtained from BHEL Cash Office and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to SR.DGM / M&S( P&C), 02 Annexe Ground Floor,, BHEL, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL Cash Office ( No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.

5. The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any mis – under standing.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid with out EMD / Tender cost as stipulated are liable for rejection.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. BHEL reserves the right to split the work into convenient parts and award them to different contractors.
10. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the Sr. DGM / M&S (P&C, TPT, Telecom & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
11. A) penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
12. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.
13. Separate Covers (i.e.)
 

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
14. Tender will be finalised on lowest cost to BHEL based upon the lowest rate of total value, thus arriving to total value of the tender along with applicable taxes and duties.
15. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
16. The rates quoted by the contractor shall indicate clearly rate and taxes separately as applicable from time to time.

17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
18. **All payments will be directly credited to tender/ contractor bank account, for such transfers tenderer should furnish eft mandatory form as per the instructions/ directives of Reserve bank of India.**
19. **payments to labour should be credited to bank accounts**



BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM : : HYDERABAD-32

### **TENDER NOTICE**

**No. M&S/P&C/2011/04, Date: 12.03.2011**

1. Sealed Tenders should be dropped in tender box located at new vendor complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 before **11.00** hours on **19.03.2011** for the work of “ Maintenance of 3000 telephone lines and repairing of telephone instruments **in factory, Admn.Bldg and township**” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened on the same day at 14.00 hours in new vendor complex, 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 of tenders, 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 **18.03.2011**

2. Tenders must be submitted in sealed covers and cover 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 its corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.40,000/-** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.
  - a) Bankers cheque / Demand Draft.
  - b) One time deposit available in BHEL, R.C.PURAM – should be with in validity date.

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

When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of Sr.DGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the Sr. DGM/M&S of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
  - i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
  - ii) The tenderer does not commence the work within the period as per LOI/Contract.EMD shall not carry any interest.  
If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

5. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents

before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “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.

6. BHEL reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
7. Tenders not submitted in proper form or in due time will be rejected.
8. The offer shall be valid for a period of **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

- 9b. Security Deposit may be furnished in any one of the following forms.
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, Demand Draft in favour of BHEL.
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
  - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the

- Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.

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

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

The Security Deposit 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.

### **TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. The daily wage rate of labour applicable as on date from 01.10.2010 is as follows as per Manager (HR-IRX) Ref. No. HR/IR/CL/DA/11 Date 05.02.2011- GO 541 DT:01.10.2010

<b>Unskilled worker</b>	-	<b>Rs. 314.65 / Per day</b>
<b>Semi Skilled Worker</b>	-	<b>Rs. 344.30 /Per day</b>
<b>Skilled Worker</b>	-	<b>Rs. 372.42 /Per day</b>
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 .04..2011. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages.
5. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working
6. payment of bonus under the payment Act 1965 upto 20%.
7. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor covered in point 3

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

## ANNEXURE-C

### CONTRACTOR'S OBLIGATIONS

#### A) CONTRACTUAL

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 at free of cost.

**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, 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 pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFCL.
- 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 non payment/ 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 licence under CL(R&A) Act, 1970.

**I. OBLIGATIONS OF 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 finalization of the tender. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " 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 award the work to single party 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. If BHEL feels to continue the contract, BHEL may request the contractor for extending the contract for one more year with same terms and conditions.
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.
13. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
14. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.

15. 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.
16. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any Person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.
17. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of technicians.
18. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
19. 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.

#### MODEL CONTRACT AGREEMENT TERMS AND CONDITIONS

#### Annexure- A

Details of Work to be carried out is indicated below:

Rectification of day to day Telephone complaints

- \* Shifting and Extending new Telephone lines / instruments in Factory and Town-Ship and admn Building
- \* Necessary cable works in cabinets, DP Boxes and jumpering work at Exchange MDF
- \* Maintenance of earth pits, batteries and chargers
- \* Repairing of telephone instruments

#### ANNEXURE - B

#### MEASUREMENT OF WORK AND PAYMENT THEREOF.

1. Measurement Book should be updated by contractor on day to day basis for Telecom department works, BHEL representative will make entries in the Measurement Book regarding the work executed by contractor at regular intervals on feed back. Log book should be maintained by the contractor for the complaints attended .
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.



9. The contractor shall obtain complete bio-data of the labour, employment certificate and antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
10. The Entry permits are to be issued to the Contract Labour by Assistant Commandant CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General Manager / Personnel.
11. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
12. 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.
13. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
14. 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.
15. The contractor must satisfy himself by personal study and understands thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation.
16. 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.
17. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misconducts himself and such persons shall not be again employed on the works without permission of the company official.
18. 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,
19. It shall be contractor’s sole responsibility to protect the public and his employees against accidents 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.
20. 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.
21. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
  22. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to equipments.
  23. 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.
  24. 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 conform to the provisions of the said act in regard to such accident.
  25. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD - 502032
  26. Not withstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
  27. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
  28. The contractor shall provide the required safety equipment to the labourers engaged by him.
  29. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
  30. The contractor shall be responsible to settle any grievances of the labour deployed by him.
  31. 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.
  32. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work shall be final.
  33. 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.
  34. 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.
35. It is open to the company to lend or supply to the contractor any tools, 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.
36. 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.
37. 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.
38. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
39. 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.
40. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
41. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P / Hyderabad only shall have the Jurisdiction.
42. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
43. 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.
44. 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 workmanship, removal of improper work etc.,
45. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts

Should be submitted in a separate cover in sealed condition

PRICE BID- (PART B)

ANNEXURE-I

SCHEDULE OF WORK: outsourcing of Maintenance of 3500 telephone lines and repairing of telephone instruments in factory, Admn.Bldg and township- 1 YEAR period

Sl No	Description	Unit	QUANTITY	Rate / month ( In Rs) A	Total (A x 12) (In Rs) B
1	Attending to day to day telephone complaints	Month	12		
2	Shifting and provision of new telephone lines/instruments in factory, township and administrative building, necessary cable works at cabinets, DP Boxes and jumpering work at MDF, dressing of cables and termination	Month	12		
3	Repairing of telephone instruments	Month	12		

Note: Details of work mentioned in page 5  
Total amount Rs.

Total amount rupees in words: **Rupees**  
**Only**

Taxes if any: