

Tender bids should be dropped in M&S(P&C) tender box (02 Annexe ground floor)

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM:: HYDERABAD- 502 032

Phone: 2318 3334/2739 FAX: 040-2318 6059 emailid devesh@bhelhyd.co.in

TENDER INVITING NOTICE

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

Tender Notice No : **M&S: P&C: 2010:21** DATE: 26.10.2010

Sealed tenders in two bids (Techno- Commercial & Price Bid) in sealed cover, is invited from the contractors satisfying the pre-qualification requirements as indicated (page 5) and will be opened in purchase co-ordination department in BHEL, Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

1. Name of the Work : **Electrification works in 05 holding store. Lighting and fixing of fans wiring/ cabling.**
2. Approximate Estimated value of work : Rs.1.62 Lakhs
3. Earnest Money Deposit : Rs. 0 /-
4. Time of Completion : 3 Months
5. Maintenance period : 6 Months.
6. Last date for sale/ download of Tender : 09.11.2010
7. Last date for receipt of tenders : 10.11.2010 upto 11.00 hrs.
8. Date and time of opening of tenders : 10.11.2010 13.00 hrs.
9. Cost of tender document : Rs. 250/-

Bidder address:

(DEVESHRAJ)
SR.DGM/M&S (P&C, Telecom,TPT,PD)

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

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

M&S DEPARTMENT / PLANNING & CO-ORDINATION

TECHNO- COMMERCIAL BID (PART-I)

NIT No : M&S/P&C/2010/21

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

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

To be filled up by the Bidder

TECHNICAL CUM COMMERCIAL BID

Name of the Contractor :

Full Address:

Contact person:

Phone / Fax:

Mobile no:

Name of work : **Electrification works in 05 holding store. Lighting and fixing of fans wiring/ cabling**

	Description	Contractor's Acceptance/ Remarks.
1.	<p>Experience :</p> <p>PREQUALIFICATION: experience in lighting works or cabling works or electrical works</p> <p>(Details should be furnished)</p> <p>name of the work undertaken:</p> <p>value of work:</p> <p>worked in which company/ organization:</p> <p>year of work completion:</p> <p>work experience certificate obtained from whom:</p> <p>(enclose a separate sheet if necessary)</p> <p>-- please refer prequalification</p> <p>2 works / 1 work</p> <p>2 works of each Rs81,000/-</p>	

	1 work of RsRs129,000/-	
2	PF CODE NO :	
3.	ESI CODE NO :	
4	Electrical License wireman Grade – & validity (either valid or under renewal)	
5	Acceptance of Completion Time in 3 months	
6	Validity: Minimum 90 days from technical bid opening date.	
7	Tender cost Rs 250/- Cash receipt / bankers cheque/ DD No & date details	
8	Security Deposit clause: acceptance clause 6 of page 8/9	
9	PAN No:	
10	Service Tax Regn No: (if available)	
11	Price Price quoted should be firm during contract period. Taxes and duties should be excluding of quoted amount. Tax Credits if any will be availed by BHEL	
12	PAYMENT TERMS: Full Payment will be released after entire completion of work. Bill should be entered in measurement book with all details. Release of payment may take about 30 days after obtaining all clearances.	
13	<u>PENALTY:</u> 0.5% of the contract value per week or part there of upto a maximum of 10% of the contract value shall be levied if delayed beyond given completion time.	
14	General conditions acceptance – technical questionnaire (see in the foot Note)	
15	Decision of BHEL Representative shall be final in the matter of inspection at any stage	
16	All items should be carried out as per Price bid Annexure-I by deputing sufficient man power and required materials, all types of fasteners, wiring accessories should be arranged by the contractor.	

17	Annual turnover during last 2 years (Rs49,000/- average per year) 08-09 year 07-08 (Turnover certified by chartered accountant should be enclosed)	Amount Rs.
18	VAT NO	

Imp: Overall lowest offer will be decided for arriving lowest bid.

Note / Special Conditions- Technical:

- 1) The contractor shall arrange all hand tools and measuring equipments like Megger , AVO meter , Hydraulic crimping tool for cable jointing.
- 2) Contractor should attend fan and lighting erection in 05 block.
- 3) Quantities indicated are approximate, may vary either side.
- 4) Contractor should approach 04 shop maintenance engineer daily and should give feed back about progress of work.

Safety:

1. Contractor should provide all required personnel protective equipment like safety shoes, dress, helmet, and safety belt.
2. Work permit, should be obtained in the standard pro forma while taking up the work at heights about 10 feet from ground level, proforma should be invariably routed through safety dept, need to be closed the work permit at the end of the day before 5.00 PM
3. Contractor should personally supervise the work, should not give any scope for bad practices / unforeseen eventualities, for both men and BHEL Equipment.
4. ESI cards should be issued to workmen for those people engaged.

Tender Notice No: M&S/P&C/2010/21 Dated: 26.10.2010

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. Reputed contractors are eligible to tender for the work
 2. Experience having successfully completed "Similar works" during last 7 years 2003 – 2010 in which applications are invited should be either of the following.

Definition: **similar works**: experience in lighting works or cabling works or electrical works.

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

OR

b. 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 2 years, ending 31st March of the previous financial year 2010/2009, should be at least Rs49,000/-
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. Electrical licence – wiremen grade/ Low Tension installations
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 contractor's bills / deposits.

III. NOTES:-

1. Period of contract shall be 3 Months as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).

3. Tender documents can down load from BHEL web-site [http://www.bhel.com/tender Notifications](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 – understanding.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid with out 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 award the work to single contractor.
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 finalized on lowest cost to BHEL based upon the lowest total amount , 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 amounts, taxes separately as applicable from time to time.
17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
- 18. All payments will be directly credited to tender/ contractor bank account, for such transfers tenderer should furnish eft mandatory form as per the instructions/ directives of Reserve Bank of India.**



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2010/21 Date: 26 .10.2010

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 **10.09.2010** for the work of “ **Electrification works in 05 holding store. Lighting and fixing of fans wiring/ cabling**” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in 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 **09.11.2010**

2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/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. 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 – “1”. 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.
4. BHEL reserves the right to reject any tender or part there of or all the tenders with out assigning any reasons thereof.
5. Tenders not submitted in proper form or in due time will be rejected.
6. The offer shall be valid for a period of **90 days** from the date of opening of the tender.
- a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%

- b. 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.certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.
 - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act 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.
- ix) Security deposit shall not carry any interest

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.

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

The Security Deposit will be released after fulfillment of all contractual obligations, on submission of clearance certificate for SD release.

- 7. Wages & allowance payments to labor, should be directly credited to workers bank accounts by the contractor.

Annexure-A

MEASUREMENT OF WORK AND PAYMENT THEREOF

- 1. Measurement Book should be maintained by the Contractor, should be available in BHEL. Bill should be generated for the work carried out based on certification on reports by the executing officers. Bill will be entered in the measurement book.
- 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. Short comings, 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 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 rates indicated in the Annexure-I :-

Measurement of work will be as per Annexure-I (work schedule for the work of :

No of Items; 16

Unit Rate : item wise

Contract amount: Rs

Period: 3 Months

CONTRACTOR'S OBLIGATIONS

I) 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/misbehavior 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 for enforcing all 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. STATUTORY

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 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 at least 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 PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- 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, and pilferage of 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 overtime 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 7days 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.

GENERAL TERMS & CONDITIONS (Part-2)

1. The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
2. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centres in the FACTORY OF B.H.E.L. Ramachandrapuram, Hyderabad -502032
3. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.

Annexure- B

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. 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. Sr. DGM / M&S (P&C, TPT, Telecom & PD) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.

3. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.

4. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.

5. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.

6. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.

7. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understands thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.

8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.

9. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.

10. This is a time bound contract for period mentioned, and does not envisage any escalation of price.

11. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.

12. If any information by documents submitted by the contractor is found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
13. In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decide L1. Under no circumstance revised rate should not be more than the original quoted rate.
14. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
15. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
16. 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.
17. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity; these entries will be counter signed by the contractor or his duly authorized representative.

(GENERAL CONDITIONS)

1. All BHEL general conditions of the contract shall be applicable.
2. The contractor shall affix his signature at the end of each page of this tender documents and put rubber stamp wherever he signs in the Contract agreement or bills for making payment.
3. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
4. The rates quoted shall include all lifts, leads and other incidental charges mentioned in the General conditions of contract unless otherwise specified.
5. The department reserves the right to award the work to one agency only.
6. The contractor should engage labours who should not be less than 18 (eighteen) years of age.
7. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirements, issued by IR section of Personal Department.

GENERAL TERMS & CONDITIONS (agreement part)

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. /- as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor A/c- BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in his agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence on date and will remain valid for a period of THREE MONTHS till date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department / IR section through the contract executing officers before commencement of the work.
10. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager / Personnel.
11. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.

12. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
13. The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
14. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
15. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
16. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
17. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
18. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
19. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
20. The contractor shall give all notices required by the acts regulations , bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
21. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder. The contractor shall use proper slings for lifting the jobs, keep the gangways and approach roads clean
22. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
23. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
24. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
25. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
26. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
27. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABASD-502032.
28. 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.
29. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
30. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.

31. The contractor shall provide the required safety equipment to labours engaged by him.
32. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
33. The contractor shall be responsible to settle any grievances of the labour deployed by him.
34. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
35. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
36. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
37. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
38. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
39. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
40. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
41. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
42. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
43. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
44. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
45. Contracts shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
46. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
47. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
48. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and supplied on free of charge.
49. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
50. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
51. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.

52. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
53. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
54. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
55. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
56. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
57. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
58. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
59. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
60. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
61. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc. 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 sealed cover)

ANNEXURE-I

PRICE BID

TENDER NIT: M&S/P&C/2010/021

**SCHEDULE OF WORK FOR “ Electrification works in 05 holding store.
Lighting and fixing of fans wiring/ cabling**

SL. NO	DESCRIPTION OF WORK	UNIT	QTY	RATE Rs.	AMOUNT RS
1	Supply and fixing of 3pin, 250 V. 20/16 Amps power socket cum switch with indication Roma type code 21124 and 21077 of Anchor make or North West. Fixed on suitable modular type concealed box top cover. Testing & commissioning.	Nos	6		
2	Supply and installation of concealed / surface PVC/MS Pipe wiring with 2.5 sq. mm FRLS insulated copper wire multistrand of make Finolex / Rediant / Finecab / Havells / L&T. The wiring point for 20/16 A. power socket including 14 G./2.5sq.mm green colour copper wire for earth continuity. Independent circuit for each socket from power MCB distribution board (As per IS for wiring point) Testing and commissioning. The wiring should not be mixed with lighting pipe wiring and it should be run separately in the room / shed at a height of 2 feet from ground level or as per the site engineers instruction.	Points	6		
3	Supply and execute the concealed / surface PVC/MS Pipe wiring with 1.5 sq. mm 660/1100V. Grade FRLS insulated copper wire multi strand of make Finolex / Rediant / finecab/ Havells/ L&T. In PVC pipe of suitable dia (As per IS for wiring points) with 14 G/1.5sq.mm green colour copper wire for earth continuity. Each light / fan point should be connected to three plate ceiling rose code 30090 of Roma modular type of Anchor or North West make / connector suspended duly with conduit / PVC pipe etc. Each circuit should not have more than 7 points 700 watts.	Points	20		
4	Supply and fixing of 10 Amps 250 V. SP switches for control of light fitting and fans with Roma Type code : 21011 of Anchor or North West make . Fixed on a suitable modular type concealed box with suitable top cover. Testing & commissioning.	Nos	20		

SL. NO	DESCRIPTION OF WORK	UNIT	QTY	RATE Rs.	AMOUNT RS
5	Supply ,Fixing, connecting and testing of 2x36W Phillips make Model No:TKC 22/240 Tube light fittings. The light fitting shall be fixed with suitable down rod, ball and socket etc and the supply of the material is in the contractor's scope .The job includes supply of 1.5sq.mm copper wire for connection between ceiling rose and TL.	Nos	20		
6	Supply and Fixing, connecting and testing of ceiling fan and 56" (1400mm).The job includes supply of 1.5sq.mm copper wire for connection between ceiling rose and fan and fixing of free issued electronic regulator on the Roma switch board.	Nos	1		
7	Supply and Installation of MCB DB with TPN 415V, 8way consisting of 20 to 32A -- 8nos MCBs on each phase with double door metallic cover having transparent window, sheet enclosed, dust & vermin proof. Model S210 of STANDARD/ KOPP MAKE along with controlling 63A ICTPN (sheet enclosure, Standard/KOPP make) switch fuse unit with HRC fuses, cable reverse entry box, cable glands, PVC marking ferrules etc. It is to be concealed in the wall or as per the site engineer's instructions. The job includes labelling / writing the connection chart inside the door with WHITE duco paint as required, double earthing, testing & commissioning.	Nos	1		
8	Supply, Erection and Testing of 230V ,12" dia(305mm), 50W, 900rpm, 1200cu.M/hr, Heavy duty Exhaust Fan. Make: USHA/GEC/CG/Almonard, complete unit, wall mounting.(The job involves making suitable holes in the wall inclusive of masonry work or by making suitable MS frame above +20 ft. approximately from ground level)	Nos	3		
9	Shifting, Erection & Commissioning of CFSU cast iron switches along with cable entry boxes a) 100A/200A for store	Nos	2		
10	Shifting & Earthing of Equipment from nearest Earth 50x6mm/ 25x3mm GI flat. Work includes supply and Aluminium paint at each welding points.	Meters riser with apply of	20		
11	Supply of materials and construction of earth pits as per IS:3043.Job includes masonry work (GI pipe cement, bricks, cover plate in scope of the contract)	Nos	2		

SL. NO	DESCRIPTION OF WORK	UNIT	QTY	RATE Rs.	AMOUNT RS
12	Supply ,Fixing, connecting and testing of Street Lights of Phillips make Model No:SGP 325/SONT 250GLA. The light fitting shall be fixed on the walls at a height of 12 feet and the supply of the material is in the contractor's scope .The job includes supply of 1.5sq.mm copper wire for connection between ceiling rose and Street Light	Nos	4		
13	Disconnection and dismantling of OLD MCB Board	Nos	1		
14	Disconnection and dismantling of OLD TUBE Lights fittings	Nos	25		
15	LT power cable Shifting, laying, clamping & Dressing,[cables supplied by BHEL free of cost] a) 31/2C x 70sq.mm armoured Aluminium cable	Meters	50		
16	Cable Termination including supply of cable glands & Al.lugs.c) 31/2C x 70sq.mm armoured Al cable	Nos	2		

TOTAL Rupees :

Taxes if any : :

(In words Rupees

only)

Bidder signature