



(TENDERS should be dropped in M&S(P&C) tender box (Factory Gate/ 02 Annexe ground floor)

Technical Bid

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

: (M&S DEPARTMENT/ P&C)

TELEPHONE NO. 040 23182739 FAX NO. 040 – 23020185 email id: devesh@bhelhyd.co.in

TENDER NOTICE NO: M&S/P&C/2010/11

DATED: 21.08.2010

1. Name of work : **Operation and Maintenance of Boiler House**
2. Earnest Money Deposit : **Rs100,000/-**
3. Time of Completion : **12 Months- EXTENDABLE by 1 more year**
4. Maintenance period : **Nil Period**
5. Last for download of NIT : **24.09.2010**
6. Last date of receipt of tenders : **25.09.2010 (Time 11.00 hrs)**
7. Date & time of opening of tenders (Technical Bids) : **25.09.2010 (Time 13.30 hrs)**
Extended due date
8. Cost of tender document : **250/-**

Name & Address of the Bidder:

Phone No. : _____

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

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

ANNEXURE-II

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

M&S DEPARTMENT / PLANNING & CO-ORDINATION

Tender schedule for the work of “Operation and Maintenance of Boiler House”
schedule of work & Terms and Conditions are enclosed

TECHNO- COMMERCIAL BID (PART-I)

This is an indivisible works contract:

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:

Sl. No	Description	Acceptance/ Remarks by the Contractor.
1.	Experience : Prequalification: “The agency should have at least One year experience of Operation and Maintenance of minimum 30 ton per hour Boiler, should have category one boiler repairer” (Details should be furnished) 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) 3 works / 2 works / 1 work 3 works of not less than each Rs 16,36,800/- 2 works of not less than each Rs 20,46,000/- 1 work of not less than Rs 32,73,600/-	

2.	PF Code No	
3	ESI Code No:	
4	Labour License (if engaged more than 20 persons Labour licence is on hand / to be applied for)	
5	Repairer/ erector. Steam pipe line installation organizing under Indian boiler regulation at 1950 with category one – IBR registration number	
6	Validity- minimum 90 days from technical bid opening date.	
7	EMD Rs100,000/- DD/ Bankers Cheque Details Outlined in CLAUSE 3/4	
8	Tender Cost: Rs 250/- BHEL Cash receipt/ DD/ Bankers Cheque Details	
9	Security Deposit clause: Acceptance (Details see under terms and conditions clause: 8)	
10	VAT no	
11	PAN No:	
12	Service Tax Regn No:	
13	Price Price quoted should be firm during contract period. Acceptance to keep the rate for 2nd consecutive year also. Rate quoted should be exclusive of taxes. Contractor should take care (point 14 below) while quoting unit rates : (contractor labour rate comprising of daily unit rate consisting of daily wage rate, bonus, leave wage, leaves, PF&ESI contributions, uniform, allowance Rs38.65 per day, DA future increase, bonus- 20%). tax credits will be availed by BHEL	
14	Details of O&M staff	
a)	Boiler Operation Engineer – 1 No (Approved by Director of Boilers Govt. Of AP Experience: Minimum 2 Years of O&M experience on minimum 30T/Hr Modern Boiler	Yes / No
b)	First class Boiler Operators- 3 Nos (Approved by Director of Boilers Govt. Of AP) Experience: Minimum 2 Years of O&M experience on minimum 30T/Hr Modern Boiler	Yes / No
c)	Second class Boiler Operators – 3 Nos (Approved by Director of Boilers Govt. Of AP) Experience: Minimum 2 Years of O&M experience on minimum 30T/Hr Modern Boiler	Yes / No
d)	IBR Qualified welder 1 No : - Minimum one year experience on Boilers	Yes / No
e)	D.M Plant Operators - 3 Nos Experience: Minimum 2Years O&M experience on Minimum 10Mt/Hr DM Plant operations having Ion Exchangers	Yes / No

f)	Electricians – 3 Nos : - Minimum 1year O&M experience on Minimum 30T/Hr. Modern	Yes / No
g)	Instrument Mechanic – 1 No: Minimum 1year O&M experience on Minimum 30T/Hr. Modern Boiler	Yes / No
h)	Fitters – 2 Nos Minimum 1year experience	Yes / No
i)	Helpers- 5 Nos with working knowledge	Yes / No
	Bio data of O&M staff, with basic qualification, IBR certificate & experience (To be submitted to BHEL on awardal of work)	Yes / No
15	Payment Terms: Monthly Payment on submission of bill to contracting officer. Certification on bill should be obtained first then recorded in measurement book with details of work carried out. Release of bill payments will take minimum 30 days.	
16	Advance payment will not be released:	
17	Work Guarantee : Nil months:	
18.	<u>PENALTY:</u>	
a)	0.5% of the contract value per week on balance amount, but upto a maximum of 10% of the contract value shall be levied beyond the scheduled completion time(Extension of work by BHEL will not attract any penalty).	
b)	If the agency fails to engage staff as per the scope and unable to run the Boiler / Boilers as per the requirement intimated by Boiler House In charge a penalty of RS. 5000.00 per shift will be imposed, if the reasons for failure of shift operation are attributable to the contractor	
c)	In addition to the above any penalties levied by statutory authorities for the deficient maintenance of Boilers during the inspection, the same amount will be recovered from the Agency.	
19.	Terms and Conditions / obligations of contractors shall be acceptable.	
20	Decision of BHEL Representative shall be final in the matter of inspection of work or material at any stage	
21	All works should be as per Annexure-I details of work as per price bid Obtain permission to work at heights and inside Boiler from safety dept/ block safety officer. Safety precautions also required to be taken as per IBR	
22	Turnover: (average 30% on one year estimate i.e Rs 12,27,600/-) should be for 3 consecutive years 08-09 07-08 06-07 Turnover copies certified by a chartered account to be enclosed	AMOUNT Rs Rs Rs

NOTE:-

1. The above documents should be given along with the tender as otherwise, contractor's bills can not be processed and payments may be held up.

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

Tender Notice No: M&S/P&C/2010/11 Dated: 21.08.2010

PRE QUALIFICATION

- I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.
 1. Registered / Reputed contractors are eligible, to tender for all the works as per first paragraph of NIT.
 2. Experience having successfully completed Operation & Maintenance of Boiler House / 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.
 - 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 31st 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. VAT No / TIN No. with proof of allotment / applied proof / to be submitted before commencement of work.
7. PAN number with proof of allotment.
8. Valid Labour Licence or to be submitted before commencement of work.
9. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
10. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
11. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
12. O&M staff with basic qualification, IBR certificate & experience (To be submitted on awardal)
13. 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 including works contract Vat / Service Tax etc. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

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

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

III. NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. Cost of document shall be paid in the shape of

Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the technical bid.

4. The requisitions for tender documents shall be addressed to **SR.DGM / M&S(P&C), 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.

B) If the agency fails to engage staff as per the scope and unable to run the Boiler / Boilers as per the requirement intimated by Boiler House In charge a penalty of RS. 5000.00 per shift will be imposed, if the reasons for failure of shift operation are attributable to the contractor.

C) In addition to the above any penalties levied by statutory authorities for the deficient maintenance of Boilers during the inspection, the same amount will be recovered from the Agency.
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 per annum. Thus arriving to total value of the tender along with applicable taxes and duties.
15. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
16. The rates quoted by the contractor shall indicate clearly monthly rate and taxes separately as applicable from time to time.
17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
18. **All payments will be directly credited to tender/ contractor bank account, for such transfers tenderer should furnish eft mandatory form as per the instructions/ directives of Reserve Bank of India**

ANNEXURE - A

SCOPE OF WORK

Name of the work: Operation & Maintenance of Boiler House.

- I. The agency should undertake the operation and Maintenance of Boiler House, consisting of
 1. 20Mt/hr Oil fired Boiler with heating surface 817 M² and its auxiliaries.
 2. 30MT/hr Oil fired Boiler with heating surface 1280 M² and its auxiliaries.
 3. DM plants 10TPH and 20x2TPH capacity with Ion Exchangers.
- II. Normally one boiler is put into operation as per the requirement, occasionally two boilers are required to be operated based on the Specific requirement.
- III. The Operation and Maintenance of Boiler / Boilers are required to be carried out as per applicable IBR (With latest amendments).
 1. The Boiler or Boilers are required to be placed in direct charge of a person holding a Boiler Operation Engineers certificates as per AP Boiler operation Engineers rules as per latest amendments and should report to the Boiler House In charge and follow his instructions.
 2. The above two Boilers should be run as per requirement, deploying One first class, One second class attendant certificate holders, One DM plant Operator, One electrician, Two helpers in each and every shift. Out of Two fitters each fitter is to be engaged in 1st and 2nd shifts or as per the instructions of Boiler house incharge. One Instrument

technician, One IBR welder is to be engaged in 1st shift or as directed by boiler house incharge. When the steam demand is not there, this Total man power should be used in preventive maintenance works as per the Instructions of the Boiler House incharge. However Deployment of the above total man power will be done in any shift as per the instructions of Boiler house incharge from time to time.

3. The agency is required to engage experienced Electricians, Instrumentation mechanics, Fitters & Helpers and IBR approved welders appropriately to carry out the works and these people should be engaged in shifts as per the guidance of Boiler House incharge.
4. The maintenance and repair of the Boilers is to be carried out as per IBR deploying IBR approved welders and experienced Fitters.
5. The IBR approved category One, Agency should be familiarize with IBR formalities and have to co-ordinate for IBR approvals.
6. The statutory requirement fee for repair work is to be paid to Boiler Inspectorate is in BHEL scope.
7. Annual cleaning & offering for annual inspection is in BHEL scope.

IV. The agency is required to do.

1. House Keeping:

The agency is required to employ equipments / man power to keep the Boiler House neat & clean i.e. Daily Floor cleaning of 20MT/hr Boiler House, Old & New DM plant Floors, Lab, Operators cabin & control rooms.

Daily cleaning of 20MT/hr & 30MT/hr Boiler House control rooms.

Weekly once cleaning of following floors by detergents (Detergents will be provided by BHEL)

20MT/hr Boiler Floors.

DM Plant (Old & New) & HCL & NaOH storage area.

HFO storage area.

Solar heater panels.

Weekly once external cleaning of Boiler & Boiler auxiliaries & DM plant equipments.

Weekly grass cutting in boiler house associated surroundings.

Quarterly cleaning of storage water tanks / pumps.

Preservation of Boilers as per the advice of DY. Manager / Boiler House Incharge.

a) Receiving and handling of HCl, NaOH, HFO, LDO and DM plant chemicals with all safety precautions.

b) To run the Boiler as directed by the Boiler House in charge to meet the production / Testing schedules.

c) Logging of boiler house operations, submission of reports, and collection of samples.

V. **Scope of work for Electrical:**

The agency is required to engage experienced Electrical staff, who can carryout under mentioned regular & Preventive Maintenance jobs.

1. Electrical staff engaged should maintain the schedule maintenance regularly for the installed battery banks and LT Breakers with connected equipments and accessories.
2. Preventive maintenance to be carried out on motors of all varieties and connected starting equipments regularly.
3. The agency should carry out the scheduled maintenance like greasing of gears and movement shaft etc on servo motors for every 15 days.
4. In case there is worn out bearings, burnt motors, cables and burnt necessary joints both ends of motor and starter – the agency should repair, remove and replace with the necessary items. BHEL will supply only consumables.
5. The agency should maintain the proper lighting according to the IE Rules on the floor of boiler and surroundings. They should also erect the temporary or permanent lighting wherever necessary according to the requirement

BHEL Scope:

Re-Winding of burnt motors will be BHEL responsible.

All consumables related to electrical spares.

Spares required for Electrical Equipment.

Consumables required for lighting work.

Modification of the existing electrical equipment and installation of the new electrical equipment.

VI. **Scope of work for Instrumentation:**

The agency is required to engage experience Instrumentation staff who can carryout under mentioned regular and preventive maintenance works

1. Instrumentation staff should sort out and carry the necessary works pertaining to startup and running of the boilers.
2. Checking/Rectification of instruments working condition i.e., Instruments like feed water flow, steam flow, drum level, BMS panel, Ignition, ID Fan, Pneumatic control valves, PLC problems etc.
3. The agency should maintain the preventive maintenance works for every fifteen days like greasing of Pneumatic control valve shafts and checking for free movement, checking of MOVs, checking/arresting of minute leakages at line / tube connections, draining all air regulators.
4. Calibration activity
Removing and sending the Instruments to the Instrumentation department for calibration

After calibration, collecting from the department and fixing them in their original position.

5. Co-ordination with Instrumentation department for all major / modification Works.

BHEL Scope:

1. All Major / Modification works and new installations
2. All Consumables / Spares
3. Periodic calibration of Instruments.
4. Instrumentation supervision will be extended whenever execution of special Maintenance works if contractor needs.

VII. Maintenance:

The agency is required carryout all sorts of maintenance i.e. repairs of Boiler feed pumps (Excluding total over hauling of Boiler feed pumps), FD fans, ID Fans (Excluding laser alignment of motor and fan, dynamic balancing of pumps and motors), DM pumps, Chemical dosing pumps, Compressors (Excluding Total overhauling), Air driers (Excluding Total over hauling), Boiler and DM plant auxiliaries, Boiler tubes repair work etc, running, predictive breakdown & preventive maintenance(copy enclosed). Consumable / spares will be supplied by BHEL. (Major Breakdowns in which major IBR repair involves, for example, total replacement of Super Heater Coils, Total replacement of economizer etc will be separately attended by BHEL).

VIII. The Agency is required to carry out the following Preventive Maintenance Schedule

BOILER HOUSE PREVENTIVE MAINTENANCE (PM)

Sl.	Equipment	Area	Periodicity	Description of P.M
1	Burners / Heating oil and Firing System	20 and 30MT/Hr Boilers	Weekly once	Cleaning, and PM
2	ID, FD, Feed Pumps, Blowers DM plant pumps with motors	Boiler House	Weekly once	Cleaning,Oiling , Greasing, PM and Trail run
3	Feed Pumps strainers	30MT/hr Boiler	monthly	Cleaning / replacing of suction strainer
4	Solar plant	Solar Heating Plant	Monthly	Preventive maintenance
5	LP & HP dosing pumps	Old & New DM plant	Monthly	Cleaning, PM of the pumps & Trail run
6	All valves of Boiler House	Boiler House	Monthly	To ensure that the valves are free, glands are to be adjusted accordingly. Lapping is to be carried out if they

7	Battery banks	Boiler House	Monthly	are leaking Battery terminals cleaning, Maintaining water level and painting the stand.
8	Safety valves	20&30 MT/hr Boilers	When ever the Boiler is lighted up immediately after Boiler inspection.	To ensure the safety valves Pr. Settings. Lapping is to be carried out if they are leaking
9	Electrical panels	20&30 MT/hr Boilers	Fortnightly	i) Cleaning inside the panels ii)To attend to elect issues
10	Electrical heaters	20& 30 MT/hr Boilers	Fortnightly	i) Oil Filter cleaning ii) oil leakages to be attended
11	DM Plants	Old & New DM plant	Quarterly	i) Resin level is to be topped up to maintain the level ii) Cleaning up of Ion exchanger internals, replacing the new parts if any iii) PM
12	To monitor the chimney smoke trends	20 &30 MT/hr Boilers	monthly	1) To attend to burner dampers.

INSTRUMENTATION WORKS FOR PREVENTIVE MAINTENANCE

1	Pneumatic control valves	Boiler House	Fort Nightly	Greasing of Pneumatic control valves
2	Valves, Shafts	Boiler House	Fort Nightly	Ensure for Free movement
3	MOV's	Boiler House	Fort Nightly	Trail run of MOV's & attend any repair
4	Leakages	Boiler House	Fort Nightly	Arresting the leakages
5	Air regulators & Receivers	Boiler House	Daily	Draining

ELECTRICAL WORKS FOR PREVENTIVE MAINTENANCE

1	LT Breakers with connected equipments and accessories	Boiler House	Fort Nightly	PM
14	All motors & Starting equipments.	Boiler House	Fort nightly	PM

- VIII. The O&M contract agency is required to provide all tools and tackles required for operation and maintenance of Boiler House like following tools for attending the mechanical/electrical/instrumentation works.
 1. Multimeter 2. Allen key set 3. Star screw set 4. Screw drivers 5. cutting plier (2 Nos) 6. dial gauges with magnetic stand (2Nos) 7. All sizes of box spanners 8. Circlip player (inner and outer) 9. Hacksaw frame 10. Files (Flat, round type and below 15mm all sizes) 11. Spanner set along with 18,19,36,41 sizes 12. Adjustable screw spanner 13. Grease gun with different sizes of nipples 14. Vernier calliper 15. Slip gauges 16. Cutting torch 17. Hand grinding machine 18. Rotor file 19. Hand drill with different sizes of bits 20. welding helmet 21. welding goggles 22. chipping goggles 23. Furnace Face shield 24. Battery torch lights (7 Numbers) 25. Tongue tester 26. Chisels 27. SS sheet cutter 28. steel rule 29. right angle 30. Divider 31. Bearing puller 32. V-Block (2Nos) 33. Steel rules etc.
- IX. The agency is required to do TPM (Total productive maintenance) activities as per the instructions of Boiler House incharge.
- X. Water, Electrical Power, Detergents, Consumables like cotton waste, lubricants, electrodes, Chemicals, Welding Machine, Paints for boiler house auxiliaries & required spares will be supplied by BHEL on free of cost. Rubber lining, FRP coatings, HDPE lining works, Insulation, civil works, repair of VFD will be in scope of BHEL.
- XI. Considering the above scope of work the agency is required to quote rate per month
- XII. All other works needed for smooth and efficient running of Boilers, DM plants, Compressors and its auxiliaries except above specific BHEL scope of works will be in the scope of O&M contract agency.
- XIII. Before giving quotations the agency should understand the above scope of work clearly and can visit the site personally for further clarifications if any.
- IXV. Payment of salaries should be made through bank account before 7th of every month in time.
- XV. Payment of PF, ESI contributions should be made as per rules for Boiler House O&M contract manpower separately and to be produced every month before clearance of contract bills.
- XVI. Non deployment of manpower, Not attending preventive, predictive and running breakdowns, Not providing required tools and tackles, not withstanding any of the conditions stated above will lead to deduction of appropriate amount from contractor bills.
- XVII. The agency is required to take gate passes for working days and holidays from time to time for the contract manpower.
- XVIII. The agency is required to provide safety shoe, helmet, gloves, Uniforms (Two pairs/year) etc as per the BHEL norms.
- XIX. The agency is required to follow all latest general terms and conditions stated in tender document.



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2010/11 Date: 21.08.2010

1. Sealed Tenders will be received by the SR.DGM/M&S(P&C), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **25.09.2010** for the work of “ **Operation of boiler house.**” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened in Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. on the same day at 13.30 hours in purchase co-ordination office. 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. The tender should be in the form of obtainable from the Office of the Sr.DGM/M&S. The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 14.00 Noon in the office of the Sr.DGM/M&S . Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 16.00 hours upto **24.09.2010** on payments of the prescribe sum of **Rs. 250.00 through web** per set as non-refundable.

2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 32, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.100,000/-** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque / Demand Draft.

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

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

- 4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract.

EMD shall not carry any interest.

If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

- 5. Tenderers shall pursue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “A”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.

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 Upto Rs.50 lakhs	:	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	:	Rs. 4 lakhs + 5% of the Amount Exceeding Rs. 50 lakhs

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

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

- 9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
The Security Deposit will be refunded after final bill claim also settlemntn of the bonus to persons engaged.

DIRECTIONS TO PARTIES FOR TENDERING

1. If at any time, B.H.E.L., supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12 ½% whichever is greater.
2. Subsidiary items such as water for work, clearing and marking out site, hire of tools and plants should be separately entered. If such items are not so entered, it will be assumed that the rates quoted, in the schedule include provision for them also.
3. The tenderer shall examine closely, the Andhara Pradesh Standard specifications kept in Manager, and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in site. The contractor should purchase a book of Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
4. Each tenderer must quote the PAN no. with proof of allotment by the Income Tax Authority. In the case of proprietary firm, it will be necessary to quote the aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
5. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the queries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, herein-after called AGM/M&S(GS, E&I) , shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seignior age, tools etc,.
6. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.
7. The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value in the Schedule-A. The % age should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

TENDER FOR THE WORK

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

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

Bidder with Address

TENDERER'S AND CONTRACTOR'S CERTIFICATE

In case employed regularly without gap by the contractor:

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and it's addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule " O&M of BOILER HOSE " and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any .

3. The daily wage rate of labour applicable as on date from 01. 04.2010 is as follows as per Manager (HR-IRX) Ref. No. HR/IR/CL/DA/2010 Date : 26.05.2010

Unskilled worker - Rs. 190.27 / Per day

Semi Skilled Worker - Rs. 208.38 /Per day

Skilled Worker - Rs. 228.80 /Per day

4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f . .2010 (commencement date) . In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus under the payment Act 1965 minimum : 20% - in case employed regularly without gap.
5. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor, does not qualify for any other benefits..
6. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.
7. Any increase in rate of DA/Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders. Contract Executing Officers are requested to include requisite clause in the tender documents to enable Contractor to quote accordingly. It shall be categorically stated in the tender document that 'any increase in DA/WAGES shall be absorbed by the contractor himself and BHEL will not reimburse the increase in DA/Wages
8. Wages & allowance payments to labor should be directly credited to workers bank accounts by the contractor.

Annexure-C

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

- a. Contractor shall deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such

- employees should possess requisite skill, proficiency, qualification, experience etc.
- d. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
 - e. Contractor should issue appropriate appointment letters to his employees.
 - f. Contractor to provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
 - g. Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee (s) immediately.
 - h. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
 - i. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
 - j. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible and safety regulations as applicable.
 - k. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
 - l. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
 - m. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
 - n. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
 - o. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
 - p. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY

- a. All statutory requirements under Minimum Wages Act 1948 Payment of Wages Act 1936 Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972 ESI Act, 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These

records need to be preserved for a period of atleast 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- d. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPF.
- e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No / Card of each employees.
- f. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h. Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l. Contractor to obtain insurance cover for his employees / equipment, tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage pilferage of his property and / or his employees.
- m. Contractor should have independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
- n. Payment of bonus under the Payment of Bonus Act Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o. Over and above the daily wage rate, payment shall be made for leave with wages.
- p. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and over time to his employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.
- q. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s. Contractor to obtain license under CL (R&A) Act 1970.

GENERAL TERMS & CONDITIONS (Part-2)

1. The contractor shall comply with the following general terms conditions and special instructions.
2. The contractor shall fully comply with the following enactment's:
 - a. Contractor Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State Labour department from time to time.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
 - a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
 - e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
 - f. Form XIX - Wage slip (Rule 78 (b)).
 - g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
 - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
 - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
 - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
 - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

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

5. The contractor shall observe
 - (a) Weekly rest day.
 - (b) The company list of holidays.

II) Special Instructions:

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

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

2. The EMD will be refunded to the unsuccessful tenderers on finalization of the tender. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" [Ex. GM (M&S)] for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission, deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender". Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work

and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for Three months after expiry of the contract.
11. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
12. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
13. If any information by documents submitted by the contractor are found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
14. In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
15. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-in-charge.
16. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
17. 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.
18. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity, these entries will be counter signed by the contractor or his duly authorized representative.

GENERAL TERMS & CONDITIONS

1. BHEL shall have 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 Courts.
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 One year(s) 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 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. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
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 Personnel 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.
 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, HYDERABAD-502032.
 28. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
 29. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
 30. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
 31. The contractor shall provide the required safety equipment labours engaged by him.
 32. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
 33. The contractor shall be responsible to settle any grievances of the labour deployed by him.

34. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's 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 if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.

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 charges there on shall be recovered from the contractor.
49. The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
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 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.
 62. 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.

MEASUREMENT OF WORK AND PAYMENT THEREOF.

1. A measurement Book will be maintained in BOILER HOUSE, BHEL representative will make entries regarding the work executed by contractor at regular intervals. Contractor should enter details such as work carried at BOILER O&M in a log book daily/ weekly/ monthly with reference to Annexure-A!
2. The designated employee (Executive from BOILER HOUSE) of the unit will review the work executed by the contractor and will make the entries 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 authorised representative and the same will be carried out by him within shortest period to the satisfaction of the designated employee.
4. Payment towards work satisfactorily executed will be made to the contractor at the following rates.

