



BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM :: HYDERABAD – 502032  
 MAINTENANCE & SERVICES DIVISION  
10-REPAIR SHOP, AIRCONDITIONING

Phone No.: 040--23183334 Fax No.: 040–23020185 email : [devesh@bhelhyd.co.in](mailto:devesh@bhelhyd.co.in)

Tender Notice No.: M&S/P&C/2010/20

Date: 26-10-2010

Tender in two parts (Techno-commercial & Price Bid) will be received by the undersigned in sealed cover from the contractors satisfying the prequalification requirements. The following should be legibly written on the cover -- tender notice number, tender date, name of the work, due date of opening, techno commercial bid or price bid on top of cover. Tenders will be opened at 13.30 hrs on the due date in the presence of tenderer or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

1. Name of work : Repair & servicing / Rewinding of A.C. 1-Phase and 3-Phase Induction motors of capacity FHP to 40 HP (squirrel cage & slip ring), Transformers, Magnetic / solenoid / clutch coils – Annual rate contract for one year
2. Earnest Money Deposit : Rs. 40,000/-
3. Contract Period : 12 Months
4. Estimated Cost : Rs 10.85 Lakhs (excluding taxes)
5. Last date of receipt of tenders: 10-11-2010 up to 13.00 Hrs.( extn to 08.12.2010)
6. Date and time of opening of tenders: 10-11-2010, 13.30 Hrs.( extn to 08.12.2010)
7. Tender cost: Rs250/-

**Name & Address of the firm :**

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Tenderers are requested to sign and put seal on all pages of tender document and submit.

for BHARAT HEAVY ELECTRICAS LIMITED

DEVESH RAJ  
 Sr. DGM  
 M&S, P&C, Telecom, Cranes

## **PRE-QUALIFICATION REQUIREMENTS:**

The following conditions have to be satisfied by the tenderer. Documentary proof is to be enclosed with techno-commercial bid. In case the tenderer fails to enclose the same the tender will be rejected.

1. The party must be an authorized service centre of reputed motor manufacturers like GEC, Kirloskar, Crompton Greaves, ABB etc. A valid 'authorized service centre' certificate shall be enclosed.
2. Average Annual financial turnover (on job works of repair/rewinding of motors in the range FHP to 40 HP and above) during the last 3 years, ending 31<sup>st</sup> March 2010 should be at least 50% of the estimated cost.
3. The party must have minimum THREE years work experience in the area of Repair & servicing or Rewinding of A.C. 3-Phase Induction motors of capacity FHP to 40 HP (squirrel cage & slip ring), Transformers, Magnetic / solenoid / clutch coils. List of these customers along with respective contracting officer's addresses (including phone No., e-mail Id) shall be enclosed to the offer without which the offer shall be rejected.
4. The party must have rewound / serviced at least six nos. motors per year in the range of 20 to 40 HP in the last three years ending 31<sup>st</sup> March 2010
5. Party must have minimum facilities like 3-phase power supply (415 VAC, 50 Hz, 30A), coil winding machine (to wind coils for motors upto 40 HP), baking furnace suitable for baking upto 40 HP motors, suitable measuring instruments like megger, tong tester, multimeter, tachometer etc., testing equipment for no-load testing upto 40 HP motors and minimum 2 KV HV tester.

**EMD Payment :** An amount of Rs.40,000/- (Rupees Forty thousand only) towards EMD shall be deposited in cash at BHEL cash office or by way of demand draft / bankers cheque drawn in the name of M/s Bharat Heavy Electricals Limited payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment will be accepted, no interest on EMD will be payable.

Cash office timings: 09.30 AM to 11.30 AM & 1.30 PM to 3.30 PM

### **Other Conditions:**

- i) Tender bids without EMD as stipulated are liable for rejection.
- ii) Contractors shall invariably furnish (i) PF Code, (ii) ESI code, (iii) Valid Labour License for execution of activities specified in the tender schedule (only if employing more than twenty persons). (iii) Income Tax Returns acknowledgement.
- iii) BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
- iv) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.

## **TENDERING PROCEDURE**

Tenders may be dropped before the due date & Time in the M&S Tender box kept in 02-Annexe (Ground floor), M&S (P&C Section) of BHEL, R.C.Puram, Hyderabad – 502 032

### **The bids shall be submitted in two parts.**

1. Techno-commercial bid.
2. Price Bid

1. Techno-commercial Bid : The envelop shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, Labour license, PAN No., Experience, turnover, ( IT returns acknowledgement along with Profit & Loss account copies duly certified by chartered accountant for the 3 previous years to meet turnover point) and EMD. The envelop shall be super scribed “Techno-commercial bid ----- ( name of work)”.

2. The second envelope shall contain only the price bid to be quoted. Any other information in the price bid shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page. The envelope shall be sealed and super scribed “Price Bid ----- ( name of work)”.

Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for ----- ( name of work )” and shall be addressed to DGM (M&S)/10-RS,A.C., 02 Annexe (Ground Floor), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032 to reach on or before the due date by 13.00 hrs and it should also contain Tenderer address, Tender No. & due date.

Tender documents may be downloaded from BHEL website : <http://www.bhel.com>. BHEL is not responsible for any postal delay. The tenders will be opened in BHEL R.C.Puram Hyderabad- 32 on tender due date at 13.30 hrs in presence of those tenderers who choose to be present.

Date of opening of price bids will be intimated after techno-commercial suitability.

The technical bid consists of technical schedule requiring documentary proof. In case the party has not satisfied all the conditions along with documentary proof, the tender will be rejected.

Tenders received mixed with both technical & Price bid documents without individual envelop will be rejected.



BHARAT HEAVY ELECTRICAS LIMITED  
RAMACHANDRAPURAM :: HYDERABAD-502 032  
MAINTENANCE & SERVICES DIVISION  
10-REPAIR SHOP, AIR-CONDITIONING

**TECHNO- COMMERCIAL BID**

TENDER NOTICE NO. M&S/P&C/2010/20

Date: 26.10.2010

NAME OF THE WORK : Repair & servicing or Rewinding of A.C. and 3-Phase Induction motors of capacity FHP to 40 HP (squirrel cage & slip ring), Transformers, Magnetic / solenoid / clutch coils  
– Annual rate contract for one year

**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 with your covering letter. Quotations should be TYPED on tender schedules only. Any deviations / deletions etc. Should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder:

Name of the Contractor :  
Full Address :  
Contact person :  
Phone / Fax :  
Email id :  
Mobile no :

Sn.	Description	Contractor's Acceptance / Remarks
1	PF CODE NO.	
2	ESI CODE NO.	
3	LABOUR LICENCE NO. under section 12 (1) of R&A 1970 & Validity ( either valid or under renewal should indicate)	
4	PAN No.	
5	Service tax regn. no.	
6	TIN No.	
7	Validity : 90 days from technical bid opening date.	
8	EMD : Rs.40,000/-, Cash receipt / bankers cheque Details	
9	Security Deposit clause : acceptance (See terms and conditions for details)	
10	Taxes : mention whether included and firm during contract period <b>OR</b> extra as applicable	
11	PAYMENT TERMS: Progressive payments on bi-monthly basis shall be made for the work completed successfully in all respects. IT will be deducted as applicable.	

12	Annual turnover during last 3 years whether meeting prequalification. 07-08, 08-09, 09-10.	Rs.
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**ANNUAL RATE CONTRACT FOR REPAIR & SERVICING / REWINDING OF AC MOTORS**  
**SCOPE OF WORK**

Sn	Description of work	Tenderer offer-accepted / Not accepted
<b>I</b>	<b>REWINDING / REPAIR &amp; SERVICING OF MOTORS</b>	
1	Cleaning and dismantling the motor	
2	Rewinding / Repair of stator / rotor completely (if necessary) as per data collected before chipping off the winding.	
3	Servicing / minor repairs in case of servicing requirement.	
4	Binding of rotor in case of slip ring motors	
5	Replacement of bearings and housing repairs, shaft repairs	
6	Varnishing & Baking in the electrical furnace	
7	Replacement of missing parts such as terminal cover, cooling fan, fan cover etc.	
8	Assembly of motor	
9	Testing of motor as per IS standards and recording the readings – Winding to body and winding to winding resistance values, HV test, No load run test at rated voltage.	
<b>II</b>	<b>TRANSFORMERS, MAGNETIC / SOLENOID / CLUTCH COILS :</b>	
1	Disconnecting terminal connections	
2	Core removal	
3	Chipping of winding and data collection	
4	Manufacturing of bobbins with hylam / HGL material	
5	Making coils, varnishing and baking	
6	Re-assembly of items	
7	Testing as per name plate details and recording the readings.	
<b>III</b>	<b>SPECIAL CONDITIONS :</b>	
1	The party should have authorized service center certificate from reputed companies like Kirloskar, Crompton Greaves, Siemens, GEC, LHP, ABB, NGEF etc.. Copy of authorized service centre certificate should be submitted along with quotation without which the offer will be rejected.	
2	Minimum Two qualified Electricians to be deployed (minimum ITI pass with one year rewinding experience or SSC with 5 years rewinding experience) for performing the works in 1 <sup>st</sup> shift. If required, depending on the load, additional man power may be deployed. In case of emergency of work, man power should be deployed even in 2 <sup>nd</sup> shift / Sundays / Holidays to complete the work.	
3	Quantity against each item / range may vary from the mentioned ones. Some items may not arise also.	
4	The prescribed time for completion of work item-wise as mentioned in the price bid format should be acceptable.	
5	Work should be carried out at BHEL, Ramachandrapuram works only.	
6	Necessary tools and measuring instruments to upkeep all the A.C. equipment is under the contractor's scope.	
7	Satisfactory working of each repaired item shall be certified by the BHEL Contract executing officer and his decision is final and should be acceptable.	

8	<b>PENALTY :</b> a) 5% of the item contract value per 4 hours or part thereof beyond the prescribed time for the item subject to a maximum of 25% shall be levied. b) Contractor should deploy the prescribed man power within 21 days on receipt of work order otherwise EMD will be forfeited. c) Any short supply of man power beyond the prescribed will attract penalty @ 5% per week per person on the contract value to a maximum extent of 25%.	
9	<b>PERFORMANCE GUARANTEE :</b> The repaired item shall be guaranteed for three months of satisfactory performance from the date of handing over to BHEL. If repaired job fails within the guarantee period, the contractor should repair/rewind the same at free of cost.	
10	OHSAS 18001 shall be complied with.	
11	<b>FORCE MAJEURE CLAUSE:</b> The contractor shall not be liable for any breach or non performance or delay in carrying out any of the obligation contained in this contract including the servicing/repairing of units as a result of strike, lockout industrial labour disturbance, fire/accidental damage etc.,	
12	The general conditions of contract of BHEL (enclosed) shall also apply to this work order to the extent they are not inconsistent with any of the conditions stipulated herein.	
13	<b>Security Deposit</b> at 10% of the contract value shall be deposited with BHEL before start of the work (clause 18 of General instructions of tendering process enclosed). SD will be returned after successful completion of the total contract work.	
14	Overall lowest offer will be considered and not item-wise lowest offer.	
15	<b>Payment</b> will be made bi-monthly against submission of invoice / bill after satisfactory completion of the jobs and certified by the contract executing officer. <b>All payments will be made through NEFT only.</b>	

**NOTE :**

Estimated time for motors given above excludes pre-heating & baking time in furnace and welding & machining works which are in the scope and cost of BHEL.

The quoted cost should include reverse engineering cost, mechanical repairs cost, PF, ESI, Administrative cost, daily travel expenses, safety gadgets provided to contract employees by the contractor but excluding scrap copper cost.

Estimated time and estimated cost are given for Rewinding & repair works. For servicing & repair works, 60% of rewinding time and cost will be considered.

All materials like copper winding wire, insulation materials, varnish, bearings etc. and cleaning solvents are in the scope of BHEL.

If winding wire of the required gauge is not available, equivalent gauges have to be used as per availability in BHEL and the same is to be approved by BHEL.

Material handling and testing facilities will be provided by BHEL.

## **BHEL TERMS AND CONDITIONS**

### **CONTRACTUAL :**

1. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
2. The Contractor will maintain records of his employees deployed to carry out the job. The Contractor will provide employment card / Identity card to his employees with the photograph duly attested by him.
3. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
4. The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
5. The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
6. The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
7. The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
8. The Contractor will ensure that all precautions are taken for the safety of his employees.
9. The Contractor will provide to his employees all tools and equipments required to carry out the job under the contract at his own cost.
10. The Contractor will provide PPEs at his own cost which may be required under the statute or otherwise.
11. Transportation facility for the employees to come to BHEL works is in the scope of the contractor.
12. Consumables like air, water, power supply and materials required for repairs will be supplied by BHEL free of cost.
13. No accommodation will be provided by BHEL to the contractor personnel deputed for performing the contract work.
14. Shift timings : 1<sup>st</sup> shift – 06:45 to 15:15 hrs with lunch break from 11:30 to 12:00 hrs  
2<sup>nd</sup> shift—15:00 to 23:30 hrs with dinner break from 19:30 to 20:00 hrs

### **STATUTORY :**

1. The Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
2. The Contractor shall provide PF passbook to his employees and ensure payment of PF, ESI, EDLI, and pension dues under EPF & MP Act, 1952 to the RPFCA.
3. The Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
4. The Contractor shall furnish proper returns to the concerned statutory authorities.
5. The Contractor shall be solely responsible for non payment / delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
6. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
7. The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
8. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
9. The Contractor shall obtain license under CL(R&A) Act, 1970.

### **GENERAL :**

1. The contractor shall pay minimum wages to workers as per minimum wages act. Please refer HR circulars for the Unit Rates Existing in BHEL (rates are mentioned at the end of these conditions). Contractor shall make PF, ESI contributions as per applicable rules. ESI Cards should be arranged to contract labour and their wards by the contractor. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
2. Contractor shall provide personnel protective equipment like safety uniform in blue colour, safety shoe in black colour and should ensure that they wear them daily while on work.
3. Contract operates on Unit rates, contract labour should get at least Daily Unit rate as per the minimum wages act from the contractor.
4. Contractor should pay double amount to the contract labour, if they are engaged for more than 8 hours

5. Permissions for labour and materials shall be obtained in the prescribed formats.
6. The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
7. In case of occurrence of any accident / injury to contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of health of workers under statutory obligation.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason
9. Upon awardal of the work, the contractor has to execute an agreement with BHEL on a non-judicial stamp paper worth Rs.100/- as per General Agreement Conditions before commencement of work.
10. BHEL shall have the privities 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.
11. 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.
12. 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.
13. The contractor shall deposit an amount of 10% of contract value as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor, A/c – BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
14. Notwithstanding anything contained in the contract Agreement which will be entered after awardal of work, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
15. The contract will be operative for 12 months. Commencement of work will be from the date of deployment of man power. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
16. 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.
17. 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.
18. 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.
19. The contractor shall attend to all inspections notified / conducted by the HR Department, Labour Department and P.F. authorities, Factory Inspectors, ESI Inspectors, or any other such authorities under the act.
20. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
21. 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.
22. 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.
23. 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.
24. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the

- provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
25. 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.
  26. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in-charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
  27. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
  28. 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 intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
  29. 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.
  30. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
  31. 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.
  32. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
  33. 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.
  34. The contractor shall be responsible to settle any grievances of the labour deployed by him.
  35. 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.
  36. 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. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond therewith, 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. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
  40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
  41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials 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.
  42. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
  43. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
  44. 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.

45. 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.
46. 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.
47. 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.
48. 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.
49. 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.
50. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
51. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
52. Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
53. 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.
54. 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.
55. 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.

#### **GENERAL INSTRUCTIONS REGARDING BHEL TENDERING PROCESS:**

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the " Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
4. Tenderers shall pursue carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.

6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
9. BHEL has every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
10. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
11. **BHEL** reserves the right to negotiate for price reduction with lowest quoted (L1) party and negotiated price will be considered as contract amount for all practical purposes.
12. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
13. On receipt of the job work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7<sup>th</sup> during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7<sup>th</sup> of every month are to submit a wage register for the previous month duly signed by the contract executing officer by showing workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each worker, Contract executing officer signature. By 15<sup>th</sup> of every month contributions made through bank challan, if delayed the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days. If not fulfill by contractor permission will not be renewed
14. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
15. The contractor should abide by the company's **CISF** Security / safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
16. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
17. **Earnest Money Deposit** : Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as per tender schedule. EMD by the Tenderer will be forfeited as per Tender Documents if:
  - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
  - iii) EMD shall not carry any interest
18. **Security deposit:** 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 : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

The security Deposit should be collected before start of the work from the contractor.

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 Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of **BHEL** and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of **BHEL**.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C **BHEL**, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. Security deposit shall be refundable after final bill claim but request should be made to section incharge.
- ix) The security deposit shall not carry any interest.

**NOTE :** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject 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

**Guidelines for statutory payments when labour engaged :**

Daily wages to labour ( for information)

Consumer price index numbers published in GO Ms No: dt: 01.10.2010 by Govt of AP, is the basis for arriving minimum wages for contract labour and the same is mentioned below:

<u>Category</u>	<u>Daily Wage Rate (in Rs.)</u>
Unskilled worker	200
Semiskilled worker	218
Skilled worker	238

- i) The daily wages shall be paid to the contract labour after deducting the employee contributions towards PF & ESI at the rate of 13.61% and 4.75% respectively. In addition to daily wages, the contract labour are entitled for holiday wages( 1 day for every 20 days of working).
- ii) Contractor shall provide uniform, shoes and other Personal Protective Equipments wherever applicable to their labour.
- iii) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike and quote accordingly.
- iv) Bonus shall be paid by the contractor @ 20%
- v) BHEL allowance as decided by BHEL shall be paid by the contractor (present rate is Rs. 1005/- per month per person)

Should be submitted in a sealed cover.



**ANNUAL RATE CONTRACT FOR REPAIR & SERVICING / REWINDING  
OF AC MOTORS / TRANSFORMERS / MAGNETIC / SOLENOID / CLUTCH COILS**

**PRICE BID FORMAT**

Sn.	Description of Work	Estimated Qty (nos)	Prescribed man hours for each	Rewind/ rep., unit rate (Rs.)
<b>I.</b>	<b><u>SQUIRREL CAGE INDUCTION MOTORS (3 PHASE, CAPACITY RANGE IN H.P.) :</u></b>			
1.	0.25 to < 1	175	16	
2.	1 to < 3	60	20	
3.	3 to < 5	60	24	
4.	5 to < 10	45	32	
5.	10 to < 15	35	36	
6.	15 to < 20	30	44	
7.	20 to < 40HP	30	48	
<b>II.</b>	<b><u>SLIP RING INDUCTION MOTORS :</u></b>			
1.	Slip ring Induction motor 3 phase, 1HP to 5HP, parts repair / servicing ( <b>rotor rewinding completely</b> )	5	32	
2.	Slip ring Induction motor 3 phase, 1HP to 5HP, parts repair / servicing ( <b>stator rewinding completely</b> )	5	24	
3.	Slip ring Induction motor 3-phase, 1HP to 5HP parts repair / servicing( <b>rotor, stator rewinding completely</b> )	5	40	
4.	Slip ring Induction motor 3 phase, 6 HP to 16HP, parts repair / servicing( <b>rotor rewinding completely</b> )	5	32	
5.	Slip ring Induction motor 3 phase, 6HP to 16HP, parts repair / servicing ( <b>stator rewinding completely</b> )	5	32	
6.	Slip ring Induction motor 3 phase, 6 HP to 16HP, parts repair / servicing( <b>rotor, stator rewinding completely</b> )	5	48	
7.	Slip ring Induction motor 3 phase, 16 HP to 40HP, parts repair / servicing( <b>rotor rewinding completely</b> )	5	40	
8.	Slip ring Induction motor 3 phase, 16HP to 40HP, parts repair / servicing ( <b>stator rewinding completely</b> )	5	36	
9.	Slip ring Induction motor 3 phase, 16HP to 40HP, parts repair / servicing ( <b>rotor, stator rewinding completely</b> )	5	56	
<b>III.</b>	<b><u>TRANSFORMERS / MAGNETIC / SOLENOID / CLUTCH COILS :</u></b>			
1.	Solenoid valve, brake Magnets ( up to 8A load )	10	8	
2.	Mag. Coils, clutch coils ( up to 18A load )	50	8	
3.	Single phase control Transformers ( up to 1KVA )	5	16	
4.	Single phase control Transformers ( 1.5 to 3.5 KVA )	5	20	
5.	Three phase control Transformers ( .05 to 1.5 KVA )	5	24	
	<b>GROSS TOTAL QUANTITY :</b>	<b>555 Nos</b>		