

*FILLED TENDERS SHOULD BE DROPPED IN TENDER BOX M&S(P&C) at Factory gate/ 02  
Annexe ground floor*

**B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D**  
**RAMACHANDRAPURAM: : HYDERABAD – 502 032**  
**: (M&S DEPARTMENT/ P&C)**

**Telephone No. 040 23183334/2739 FAX NO. 040 2302 0185 Email id: devesh@bhelhyd.co.in**  
**TENDER INVITING NOTICE**

**TENDER NO. M&S/P&C/2010/ 14 Dt: 21.08.2010**

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Sealed tenders in two parts (Techno commercial & Price bids), subscribing the tender notice number, tender date, name of the work and due date of tender opening will be received by the undersigned from the contractors satisfying the prequalification requirements indicated below and will be opened after 13.30 hrs on the due date itself in the presence of tenderer's or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

1. Name of work : Repair of Edge planner model PE 12 HEC Ranchi make,  
ASSET NO: 06-1976 IN WORK CENTER 3618 in 06 shop-
2. **Estimated Amount:** **Rs 3.82 Lakhs + Taxes**
3. Earnest Money deposit : Rs.10,000 /-
4. Time of Completion : 2 Months
5. Maintenance period : 6 Months
6. Last date of receipt of tender : 29. 09.2010 at 11.00 Hrs
7. Date and time of opening of tender : 29 09.2010 after 13.30 Hrs
8. Cost of tender documents : Rs. 250

**BIDDER ADDRESS:**

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

***Note: Tenderer need to sign and put rubber stamp on all pages at bottom of the page***

**ANNEXURE-II**

**Work:** Repair of Edge planner model PE 12 , ASSET NO: 06-1976 IN WORK CENTER 3618  
*in 06 shop*

**TECHNICAL CUM COMMERCIAL BID (TO BE FILLED IN BY TENDERERS)**

- Name of the Contractor / Firm :  
Contact person:  
Address & Phone No :
- Name of work : Repair of Edge planner HEC Ranchi make  
model PE 12 , ASSET NO: 06-1976 IN WORK  
CENTER 3618 *in 06 shop*
- Tender Notice No & Date : M&S/P&C/2010/ 14 Dt: 21.08.2010
1. Details of DD / BC/ Cash paid  
DD for cost of tender documents :  
(to be enclosed along with this bid  
when down loaded) from web
  2. Details of DD / BC/ Cash paid  
DD for cost of EMD Rs10,000/- :
  3. Particulars of experience / credentials :  
please refer pre qualification:  
Whether all details as per pre- :  
qualification requirements enclosed- page3  
work completion reports should be submitted  
use separate page for comply this requirement
  4. P.F.Code No (proof of having Code No :  
to be enclosed)
  5. ESI Code No (proof of having Code No. :  
to be enclosed)
  6. PAN No with proof
  7. Service Tax registration no:
  8. Proof of VAT No / TIN No :
  9. Valid Labour Licence  
or applied (proof to be submitted before  
commencement):
  10. Security Deposit clause acceptance :
  11. Nil Advance:

12. Financial turn over during the last :  
Three years. (30% average per year of estimation)  
08-09 year  
07-08 year  
06-07 year

Turnover copies certified by Chartered Accountant are to be enclosed

Please submit required support documents with the technical bid.

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**Tender Notice No: M&S/P&C/2010/14 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. Reputed contractors are eligible to tender for the work
2. Experience having successfully completed "Similar works" during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following.

Similar works definition: tenderer should have experience in machine tools repairs / erection / bed scraping

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost ( Rs152,800- each).  
OR
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost ( Rs191,000/- each ).  
OR
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost ( Rs305,600/- ) .
3. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year 2009, should be at least 30% of the estimated cost ( Rs114,600/-).
  4. ESI code no. with proof of allotment.
  5. P.F.Code no. with proof of allotment.
  6. PAN number with proof of allotment.

7. Labour Licence if engaged 20 persons or above.
8. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
9. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
10. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
11. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

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

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

### III. NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can 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.Dy.Gen.Manager / M&S( P&C), 02 Annexe Ground Floor,,** BHEL, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" or payment of cash in BHEL Cash Office ( No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.

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

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
13. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value, thus arriving to total value of the tender apart to applicable taxes and duties.
14. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
15. The rates quoted by the contractor shall indicate clearly against unit rate and taxes separately as applicable from time to time.
16. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of HR department.

17. All payments will be directly credited to tender/ contractor bank account, for such transfers tender should furnish eft mandatory form as per the instructions/ directives of Reserve bank of India.



BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDHRAPURAM : : HYDERABAD-32

## TENDER NOTICE

**No. M&S/P&C/2010/14 Date: 21 .08.2010**

1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **29.09.2010** for the work of “ Repair of Edge planner model PE 12 , ASSET NO: 06-1976 IN WORK CENTER 3618 in 06 shop ” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in purchase co-ordination , behind cash office at F-gate. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto **28.09.2010**
2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/M&S( P&C), 02 Annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being displayed on the cover.

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

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.10,000/-** and enclose with his tender
4. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “A”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
5. Tenders not submitted in proper form or in due time will be rejected.
6. The offer shall be valid for a period of **90 days** from the date of opening of the tender.
- 7 a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%

**If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.**

- 7b. 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.

- 7c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released along with the final bill after completion of the work.

- 8. advance payment will not be released.**
- 9. Bill Payments etc through eft only.**

#### **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 Sr.DGM/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 unit rate in the Schedule-I. The rate 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.

## 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 10% 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 2 Months till (date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the 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 or 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 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,
20. 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.
21. 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.
22. 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.
23. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
24. 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.
25. 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.
26. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
  27. 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.
  28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
  29. 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.
  30. The contractor shall provide the required safety equipment labours engaged by him.
  31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
  32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
  33. 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.
  34. 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.
  35. 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.
  36. 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.
  37. 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.
  38. The company shall have the privilege of ordering modifications, omissions, or additions 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 authorised 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. 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 coat and risk of the contractor.
46. 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.
  47. Any electric power required for contractors 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 an regulations of Electric board / company and charges there on shall be recovered from the contractor.
  48. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
  49. 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.
  50. 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.
  51. 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.
  52. 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.
  53. 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.
  54. 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.
  55. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
  56. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
  57. 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 indicipline. 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.
  58. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall by strictly followed.
  59. 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.

### **OBLIGATION TO CONTRACTORS cont.. SPECIAL TERMS & CONDITIONS**

1. a) 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 not be reimbursed.
- b) Tenderer 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.
- c) Technically not qualified offers will be rejected.
- d) Price bid quotation envelop of technically qualified contractor only considered and opened in the presence of tenderer who choose to be present.
- e) Incase, the lowest price offered by the contractors are found not reasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated price will be considered as L1 price for all purposes.
- f) BHEL reserves the right to negotiate for price reduction with L1 party and negotiate price will be considered as contract amount for all practical purpose.
- g) BHEL reserves the right to terminate the contract at any stage without assigning any reasons.
- h) Withdrawal from contract during contract by contractor will make contractor period forfeit security deposit.
- i) Soon after acceptance of tender the contractor shall enter into a contract agreement with BHEL Ramachandrapuram, Hyderabad – 502032.
- j) Any further wage raise on account of DA increase, wage revision by AP Govt. may be met by the contractor himself. BHEL will not reimburse the differential rate of DA or wages.
2. Tenderer shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The work has to be executed under each class as given in the scope of schedule. It shall be definitely understood that the scope of schedule is liable to alterations at the discretion of accepting authority.
3. 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.
4. 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.

5. Tenderer 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. Tenderer 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 tenderer must satisfy themselves by personal study the scope of proposed work and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work with regard to nature 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 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.
10. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
11. The contractor must have phone facility at his office / residence or cellular phone for proper communication.
12. Contractor is wholly responsible for injuries / death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss / damage to the person arising out of accident for performing the contractual obligations.
13. The contract agreement shall be entered with BHEL, Ramachandrapuram, Hyderabad – 502 032 on valid Non judicial stamp paper of the value of Rs.100/- to be purchased by the contractor at his own cost.
14. Contractor shall ensure sufficient staff regularly “cleaning of Boiler”.
15. Contractor shall engage substitute in event of a person / persons have / have fallen sick or have / have applied for leave.
16. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealings with employees of BHEL. Any misbehavior or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit shall be forfeited as penalty.
17. 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.
18. If the contractor fails to commence the work as stipulated in the agreement and or if the progress of works is not satisfactory, the agreement is liable for cancellation after informing the contractor.

Price bid should be submitted in sealed cover

**ANNEXURE-I**

SCHEDULE OF WORK FOR “Repair of Edge planner HEC Ranchi make model PE 12 ,  
ASSET NO: 06-1976 IN WORK CENTER 3618 in 06 shop”

**PRICE BID**

SI No	WORK DESCRIPTION	Unit	Quantity	Unit Rate Rs	AMOUNT in Rs
<b>1</b>	<b>Cleaning of the machine ( size: 1.5 meter X 0.5 meter X 13.00 meter )</b>	<b>Sq.Meters</b>	<b>9.75</b>		
<b>2</b>	<b>Calibration of machine for geometric accuracies ( as per OEM Test chart)</b>	<b>No of axis</b>	<b>2</b>		
<b>3</b>	<b>Dismantling of machine saddle</b>	<b>ton</b>	<b>5.5</b>		
<b>4</b>	<b>Guideway rectification in cms</b>				
<b>a</b>	<b>5 x 1300cms rear side ( poor approach)</b>	<b>Sq.cms</b>	<b>6500</b>		
<b>b</b>	<b>10 x 1300cms topside</b>	<b>Sq.cms</b>	<b>13000</b>		
<b>c</b>	<b>10 x 1300cms front side</b>	<b>Sq.cms</b>	<b>13000</b>		
<b>d</b>	<b>40 x 13000cms rear bottom side of the bed</b>	<b>Sq.cms</b>	<b>5200</b>		
<b>5</b>	<b>Keeper plate matching size 150 x 1800mm</b>	<b>Sq.cms</b>	<b>2700</b>		
<b>6</b>	<b>Saddle repair</b>				
<b>a</b>	<b>Assembly of hylam sheets</b>	<b>Sq.cms</b>	<b>9000</b>		
<b>b</b>	<b>Oil grooving on hylam sheets dia 4 x 4.5mm</b>	<b>Sq.cms</b>	<b>5</b>		
<b>7</b>	<b>Servicing of gear box ( replacement of clutch plates)</b>	<b>No</b>	<b>1</b>		
<b>8</b>	<b>Servicing of lubrication pump</b>	<b>No</b>	<b>1</b>		

<b>9</b>	<b>Servicing of tool holder assembly &amp; lamp</b>	<b>No</b>	<b>2</b>		
<b>10</b>	<b>Replacement of lube line</b>	<b>Meters</b>	<b>8</b>		
<b>11</b>	<b>Assembly of saddle with keeper plate on the guide way</b>	<b>No</b>	<b>1</b>		
<b>12</b>	<b>Electrical servicing &amp; cable supports modification</b>	<b>No</b>	<b>1</b>		
<b>13</b>	<b>Geometrical testing</b>	<b>Axis</b>	<b>2</b>		
<b>14</b>	<b>Job trial</b>	<b>Nos</b>	<b>2</b>		

**TOTAL AMOUNT : Rs**

**Amount in words rupees**

**Taxes if any in %**

**Tenderers sign**