भारत हेवी इलेकिट्रकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Ph: 040-23185353; Internal : 5353, Cell : 9490167422 e-mail : phalaksha@bhelhyd.co.in
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TENDER NOTICE

Name of the department : Stores Department-CMM

Tender No.: **HY/CMM/STORES/TENDERS/2012-13, Dt: 03.03.2012, Item Sl.No.6**

Sealed tenders in two part bids (Techno commercial & Price bid) in sealed covers,, subscribing the Tender Notice Number & name of the work are invited by **DGM/CMM-Stores, 36/11 Bldg., M/s.BHEL, R.C.Puram, Hyderabad-502 032** from reputed contractors and/or Regd. with Govt. of India, Govt. of Andhra Pradesh, Railways, Military Engg Service , Bharat Heavy Electricals Limited, RC Puram, Hyderabad-32, or any Public Sector Undertakings for the following works and the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg. Tenders will be opened by the undersigned or his nominee at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

1.	Name of work	:	**Material handling and painting works in 41 Integrated Stores (Holding Stores) during 2012-13.**
2.	Sale / closure of Tenders	:	15.03.2012 to 13.04.2012 09.00 Hrs. to 13.00 Hrs.
3.	Last date for receipt of tender	:	17.04.2012 upto 11.00 Hrs.
4.	Date and time of tender opening	:	19.04.2012 at 13.00 Hrs.
5.	Period of contract	:	12 Months from the date of awardal of contract.
6.	Value of the work	:	Rs.9,70,092/-
7.	Earnest Money Deposit (EMD)	:	Rs.20,000/- (Rupees twenty thousand only)
8.	Cost of the tender document	:	Rs.300/-(if purchased from BHEL). Rs.200/-(if downloaded from web site). Non refundable.

Note :- **All corrigenda, addenda, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only (apart from unit web site – if any). Bidders should regularly visit website(s) to keep themselves updated.**

DY.GENERAL MANAGER/STORES (CMM)

To:
M/S…….
Contractor code No. (BHEL issued No.) ……

SIGNATURE & SEAL OF THE TENDERER

I) PRE QUALIFICATION CRITERIA:

The following conditions have to be satisfied by the tenderer and documentary proof to be enclosed along with tender bid.

i) 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.

ii) Experience of having successfully completed works during last **7 years** ending last day of month previous to the one in which applications are invited should be any of the following:-

(a) Three completed/executed works costing not less than the amount equal to 40% of the estimated cost. OR

(b) Two completed/executed works costing not less than the amount equal to 50% of the estimated cost. OR

(c) One completed/executed work costing not less than the amount equal to 80% of the estimated cost.

iii) In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection . The semi filled, incomplete Tender Documents will be rejected.

II) STATUTORY CODES:

1) ESI Code.
2) P. F.Code No.
3) Labour licence (Central / State Government) should be submitted before commencement of work.
4) PAN No. (In case not available, proof of having applied with Acknowledgement from concerned authorities)
5) Service Tax (whether applicable or not should be indicated in the offer); in case applied for Service Tax Regn, proof of having applied with acknowledgement from Concerned authorities)
6) **Offer without EMD will be rejected.**
7) Payment should be through EFT (Electronic Fund Transfer). Hence, necessary formalities should be completed in consultation with Finance / F&S prior to enter into an agreement.

III) TENDER SUBMISSION

The covers should be addressed to **Dy.General Manager/Stores (CMM), 36/11 Bldg., Ground Floor, BHEL, RC Puram, Hyderabad-32** to reach on or before by **11.00 Hrs.** on **17.04.2012 and** the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-32. **BHEL is not responsible for any postal delay.**

Tender box is available in the Vendor Complex near Admn. building BHEL, R.C.Puram, Hyderabad-32 from **15.03.2012 to 17.04.2012** up to 11.00 hrs.

Tenderer has to submit both technical (Part 1) & price bid (Part 2) in separate covers.

The First envelope shall be sealed and super scribed as Techno-Commercial Bid for **Contract for Material handling and painting works in 41 Integrated Stores (Holding Stores) for the year 2012-13 on Job contract for a period of one year** and should contain all papers except Price Bid.

The second envelope shall contain only Price Bid for **Contract for Material handling and painting works in 41 Integrated Stores (Holding Stores) for the year 2012-13 on Job contract for a**

period of one year from the date of award of the contract as per scope , to be quoted in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as **Price Bid** for **Contract for Material handling and painting works in 41 Integrated Stores (Holding Stores) for the year 2012-13 on Job contract for a period of one year from the date of award of the contract.**

Both the above two envelopes shall be kept into another cover and sealed. The cover shall be super scribed with QUOTATION FOR **Contract for Material handling and painting works in 41 Integrated Stores (Holding Stores) for the year 2012-13 on Job contract for a period of one year from the date of award of the contract** and shall be sent to reach on or before by **11.00 Hrs.** on **17.04.2012** BHEL is not responsible for any postal delay. The Techno Commercial Bid will be opened on **19.04.2012** at **13.00** hrs.

A self-declaration that the price bid is in the format given by BHEL is to be enclosed with Techno commercial Bid.

NOTES:

1 Period of contract shall be as mentioned in NIT (twelve (12) MONTHS).

2. Tender is on **Two part bid method**. (Techno Commercial and Price Bid).

3 The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.

General Terms :

1. Tender forms (containing the detailed schedule of activities to be carried out) can be obtained **from 15.03.2012 to 13.04.2012** from the office of the DY.GENERAL MANAGER/STORES (CMM), 36/11 Bldg., Ground Floor (inside the factory) between **09.00 Hrs. & 13.00** Hrs. on all working days. An amount of Rs.300/-(Non refundable) should be paid for each tender form in BHEL cash office through a "pay-in-slip" supplied by the office of the undersigned. An amount of Rs.200/-(Non refundable)is to be paid if the tender document is downloaded from our website.

2. The cost of the tender forms will not be refunded and the tenders are not transferable under any circumstance.

3. The contractors may satisfy themselves by thorough study of scope of proposed job work by visiting the work site. There shall not be at any time dispute / complaint of any nature regarding scope of work and interpretation, after awardal of job.

4. The successful tenderer shall execute an agreement valid for a period of twelve (12) months

5. Tender documents can also be downloaded from BHEL website http:// www.bhel.com tender cost should be payable even if it is download from BHEL website.

SIGNATURE & SEAL OF THE TENDERER

TECHNO COMMERCIAL BID

(PART-I)

Name of work: **Material handling and painting works in 41 Integrated Stores (Holding Stores) during 2012-13.**

Tender No.: HY/CMM/STORES/TENDERS/2012-13, Dt: 03.03.2012, Item Sl.No.6

Contractor should furnish the following information here

CONTRACTOR NAME : _____

ADDRESS : _____

_____

E-Mail ID : _____

Phone/Mobile No. : _____

1. PF Code: : _____
2. ESI Code : _____
3. Labour Licence & Validity : _____
   (If submitted for renewal copy of acknowledgement is to be enclosed)
4. PAN No(copy to be enclosed) _____
5. Contractor code No. (BHEL issued No.) : _____
6. Service Tax No. (copy to be enclosed) : _____
7. **EXPERIENCE** :
   Work details : _____

   _____

   Value of work : _____

   Year/s in work executed : _____

   Firm Name : _____

   Turnover : _____

SIGNATURE & SEAL OF THE TENDERER

8. **Tender document Cost (Non Refundable):** Rs……./-

CR / Bankers Ch. No.	Date	Amount Rs.	Name of the Bank

9. Earnest Money Deposit : Rs. ……

CR / Banker's Cheque /DD No.	Date	Amount Rs.	Name of the Bank

One Time EMD :

Cash Receipt Document No./Date	Amount Rs.	Valid upto	Issued by

10. Acceptance of penalty clause and Security deposit clause : _____

11. TERMS OF PAYMENT : Progressive for the work completed: _____

12. Acceptance for WORK COMPLETION in 12 Months : _____

13. Acceptance to undertake all activities as per the schedule of work Part-II (Price bid) : _____

14. Acceptance to obey all clauses like minimum wages, Bonus Payment to contract labour as per R&A 1970 act etc. : _____

Documentary support should be enclosed for the above points with offer for verification.

SIGNATURE & SEAL OF THE TENDERER

TERMS AND CONDITIONS :-

1. The work content will be as indicated in Price bid.

2. Unit rate given is final and kept firm during contract period.

3. Labour licence can be obtained from labour department on submitting application to DY.GENERAL MANAGER/STORES (CMM) in FORM-V (In case of fresh licence)

4. Security Deposit clause is applicable. Rate of SD is 10% of the contract value. Contractor can request for release of SD along with final claim (HR Clearance should be obtained).EMD can be adjusted to wards SD as outlined in works policy-2008.

5. Guarantee period- Nil, since the work is only for day to attending of various activities.

6. Contractor should obtain HR clearance for getting the bill payments.

7. Contractor should pay at least the minimum wages to the contract labor engaged during contract period as per the minimum wages R&A-1970 act.

8. Payment will be arranged on pro-rata basis only for the work completed. Bill should be submitted to DY.GENERAL MANAGER/STORES (CMM) through Contract executing officer.

9. Any future wage raise on account of DA Increase/ Wage revision by AP Government/Central Government may be met by the contractor himself. **BHEL will not reimburse the differential in rate of DA or Wages.**

10. Contractor should commence the work immediately once obtained labor permission from HR/CISF. Any delay in execution will attract penalty @ **0.5%** per week on the total contract value to a maximum extent of ten **(10)%.**

11. **SAFETY :** Contractor shall provide personnel protective equipment to the labor engaged and should see that they will wear while on duty.

12. The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty

13. In case of occurrence of any accident/ injury of 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.

14. Above mentioned work shall be executed in accordance with the general agreement conditions applicable to job works as per OMI-195. A copy of the same can be had in soft or hard copy from the undersigned.

15. Upon awardal of the work, the contractor has to execute an agreement (terms and conditions – Model contract) with BHEL on a non- judicial stamp paper worth of Rs 100/- purchased by the contractor, before commencement of work.

SECURITY DEPOSIT CLAUSE :-

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
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

The security Deposit should be deposited before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms

a) Cash (as permissible under the Income Tax Act)

b) Pay Order, Demand Draft in favour of BHEL.

c) Local cheques of scheduled banks, subject to realization.

i) 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).

ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

iii) 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.

iv) 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.

v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

ANNEXURE-A

DETAILS OF WORKS TO BE CARRIED OUT BY THE CONTRACTOR for

Sl. No.	Nature of work Proposed	Unit	Qty.	Location
1	Material handling and painting works In 41 Holding Stores.			
(A)	41 Stores:- Shifting, receiving, placing in bins, collecting from bins, linking with issue card, preparation , shifting etc.	Tonne	900 MT (equivalent to 900 USW operations ie., three (3) USW operations per day)	41 Stores (Holding) -11 Block
(B)	Preparation, applying preservatives, writing Sale Order numbers, DES Numbers etc., on identified materials. Paint and brushes will be issued by BHEL free of cost.	Piece	324000 Pieces (1 USW operation = 360 Pieces ie., three (3) USW operations per day)	41 Stores (Holding) -11 Block

SIGNATURE & SEAL OF THE TENDERER

ANNEXURE-B

MEASUREMENT OF WORK AND PAYMENT THEREOF

1. A Measurement Book will be maintained in the BHEL by Stores/CMM Department located at 36/11 Bldg.. The Contractor wherein he or his authorized representative will submit bill, based on quantities completed by the contractor entries will be entered in the measurement book.

2. The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.

3. Short comings, if any, in the work executed will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him (other than watering) within three days to the satisfaction of the designated employee.

4. Payment towards work satisfactorily executed will be made to the Contractor at the following rates :-

Measurement of work will be as per work schedule/ price schedule for the work of **Contract for Material handling and painting works in 41 Integrated Stores (Holding Stores) for the year 2012-13 on Job contract for a period of one year from the date of award of the contract.**

No of Units	:	
Unit	:	MT
	:	Pieces
UNIT RATE	:	Rs.
		Rs. per piece
TOTAL AMOUNT	:	Rs.

Payments will be made to the contractor on pro-rata basis at frequent intervals after satisfactory completion of work on the basis of work carried out by him.

All payments will be subject to deduction of income tax at source as per Income Tax Rules.

5. Any future wage raise on account of DA Increase/ Wage revision by AP Government/Central Government may be met by the contractor himself. **BHEL will not reimburse the differential in rate of DA or Wages.**

SIGNATURE & SEAL OF THE TENDERER

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL

a) Contractor shall decide in consultation with the contract executing officer the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications.

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.

d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).

e) Contractor should issue appropriate appointment letters to his employees.

f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.

g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.

h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

k) The contractor has to provide a distinct uniform different from that of 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.

m) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

SIGNATURE & SEAL OF THE TENDERER

n) 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.

o) 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.

p) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

q) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II. STATUTORY

TOWARDS STATUTORY LIABILITY

a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.

c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.

e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.

f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.

g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.

m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.

n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

o) Over and above the daily wage rate, payment shall be made for leave with wages.

p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

s) Contractor to obtain license under CL(R&A) Act, 1970.

ANNEXURE-D

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...../- (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.

5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this 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 **SANGAREDDY/ HYDERABAD** Court.

7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

8. The contract will commence within a week of award of the contract and will remain valid for a period of **twelve Months ie. from the date of award of the contract.** The parties reserve the right to extend the contract on mutually agreed terms and conditions.

SIGNATURE & SEAL OF THE TENDERER

9. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be office of General Manager/CMM (indicate place). The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.

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ANNEXURE-E

I. General Instructions/ Obligations of the Contractors :

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

2. 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.

3. Tenderers shall pursue carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.

4. 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.

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

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

7. 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.

8. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.

SIGNATURE & SEAL OF THE TENDERER

9. This is a time bound contract for period mentioned, however if required the contract will be extended for a further period of 12 months with mutual consent with same terms and conditions of the agreement

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 L1 party and negotiated price will be considered as contract amount for all practical purposes.

12. BHEL reserves the right to terminate the contract at any stage without assigning any reason.

13. Tender should be submitted in sealed cover addressed to the DY.GENERAL MANAGER/STORES (CMM) and duly super scribed with the Tender Number, Tender Date, Name of the Work and Due Date of Tender Opening on the envelope. The tenders will be opened on tender due date at 13.00 Hrs. in presence of those tenders who choose to be present at Finance Department, BHEL, Ramachandrapuram, Hyderabad.

14. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.

15. 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 7th during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7th 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 15th 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 fulfilled by contractor permission will not be renewed.

16. 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.

17. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.

18. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Ramachandrapuram, Hyderabad.

19. The contract agreement shall be entered with BHEL, Ramachandrapuram, and Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.

SIGNATURE & SEAL OF THE TENDERER

20. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

21. Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/ CMM of BHEL, Ramachandrapuram, Hyderabad-502 032 or his authorized representative whose decision shall be final and binding on both the parties.

22. In case of any suit or other legal proceeding arising out of and relating to the contract to be entered into the courts at Hyderabad/ Secunderabad and Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.

23. 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.

24. 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.

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

26. In the agreement no mention shall be made regarding the number or the sex of the laborers to be employed by the contractor. The agreement shall not contain provision to hire labour like number of men, category of men, and number of maydays from the contractor for any type of work. All types of job work agreements shall be based on clearly quantified volume of work only.

27. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of labour.

28. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.

29. The labour employed by the contractor, if found in abetting any of fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such 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 Governments.

30. **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.

EMD will not carry any interest

31. **Penalty clause :** 0.50 % of the gross value of work will be levied for every week's delay (will count from the day of obtaining permissions) by the agency subject to a maximum of 10 % value of the work for the above work

Daily wages to Labour

Consumer price index numbers published in Memorandum No.47(1)/2011-C2 by Regional Labour Commissioner (Central) (Refer Circular Ref.No.HR/IR/CL/DA/2011 Dt.15.12.2011 regarding revised daily wages in respect of contract labour w.e.f. 01.10.2011) is the basis for arriving minimum wages for contract labour is mentioned below:

Category	Daily Wage Rate	Daily Unit Rate in Rupees
USW	Rs. 336.65	538.95(approx.)
SSW	Rs. 368.30	585.14(approx.)
SW	Rs. 399.42	

i) **Leaves and Holidays**
11 days paid holidays / per year
18 paid leaves / per year.

ii) **P F and E S I contributions wages**
PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.

iii) **Contractor shall provide two (2) pairs of uniform, helmet, shoes, goggles, and gloves, washing soap, summer cap etc., other personal protective Equipments wherever applicable to their labour.**

iv) 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.

v) Bonus @ 20% minimum or as per statutory requirement/Bonus Act 1965.

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भारत हेवी इलेकिट्रकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Ph: 040-23185353; Internal : 5353, Cell : 9490167422 e-mail : phalaksha@bhelhyd.co.in
Ph: 040-23182106; Internal : 2106 Cell : 9848822495 e-mail: mallikarjun@bhelhyd.co.in

Name of the department : Stores Department-CMM

Tender No. : **HY/CMM/STORES/TENDERS/2012-13, Dt: 03.03.2012, Item Sl.No.6**

PRICE BID

(PART-II)

Name of work : Material handling and painting works in 41 Integrated Stores (Holding Stores) during 2012-13.

Sl. No.	Nature of work Proposed	Qty.	Unit	Rate per Unit	
				Rs. In Figures	Rs. In words
1	Material handling and painting works In 41 Holding Stores.				
(A)	**41 Stores : -** Shifting, receiving, placing in bins, collecting from bins, linking with issue card, preparation , shifting etc.	900 MT (equivalent to 900 USW operations ie., three (3) USW operations per day)	Tonne		
(B)	Preparation, applying preservatives, writing Sale Order numbers, DES Numbers etc., on identified materials. Paint and brushes will be issued by BHEL free of cost.	324000 Pieces (1 USW operation = 360 Pieces ie., three (3) USW operations per day)	Piece		
02	**Quote Service Tax if any**				
03	**Service Tax No.:**				
			Grand Total Rs.		

Price quoted shall include all taxes except service tax.
Service Tax, should be quoted separately.

NOTES

1. Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid, **contradictory** to the above, the offer will be liable for rejection.
2. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor himself during the period of contract.
3. The rate shall include all necessary personal protective equipment, like helmet uniform, shoes goggles, hand gloves etc for the workmen engaged by him.
4. All the 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, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

SIGNATURE & SEAL OF THE TENDERER