

TENDER BOX IS AVAILABLE AT VENDER COMPLEX, CMM, NEAR B.H.E.L ADMINISTRATIVE BUILDING FOR DROPPING FILLED TENDERS (SUB CONTRACT /JOB CONTRACT BOX)

(THE TENDER IS IN TWO PARTS- PART 'A' CONSISTS TECHNO-COMMERCIAL PART & PART 'B' PRICE BID – SHOULD BE SUBMITTED IN SEPARATE SEALED COVERS)

Phone: 2318 3559

FOUNDRIES & PATTERN SHOP

HY/ FDY /JC /11-12/08

DT 31st Oct 2011

M/s

Dear Sir,

LIMITED TENDER NOTICE NO: HY/ FDY /JC /11-12/08
for the work “ BREAKING OF REJECTED GREY IRON CASTINGS & NI HARD ROLLS IN F&P ” on job contract basis for the year 2011-12

(With in BHEL) along with schedule of work mentioned in Annexure-I, II, III & IV, is hosted in BHEL website.

Please go through the tender details and submit your offer before tender due date.

This is for your information and necessary to act upon.

Website reference: http://www.bhel.com/bhel/tender/view_tender

tender notification details: **NIT_**

Date of hosting in internet: 31st October 2011

Due date for submission of tender: 10-11-2011 at 11.00 Hrs

A copy of tender notification is enclosed for your reference and to view the tender details from net.

Contractor should sign on all the pages of the tender document.

For and on behalf of
Bharat Heavy Electricals Limited,
(Y.R.K.Murthy)
DGM/Prodn./JC/ F&P

M/s BHEL 04 Annexe,
PHONE: 2318 3559
FAX: 040-23186115

Email id: yrkmurthy@bhelhyd.co.in

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHNADRAPURAM:: HYDERABAD- 502 032

TENDER NOTICE

Ref No: **HY/ FDY /JC /11-12/08**

Dt: **31 -10- 2011**

Name of the department: **Foundries & Pattern Shop (F&P)**

LIMITED TENDER NOTICE NO: HY/ FDY /JC /11-12/08

To

Sealed tenders in a sealed cover ,One cover containing techno commercial bid (Annexure – I ,II & III) and another cover containing Price bid (Annexure – IV) subscribing the tender notice number, tender date, name of the work and due date of tender opening will be received by undersigned from the contractors satisfying the prequalification requirements indicated below. **Technical bid will be opened on 10-11-2011 at 13.30 hrs and the date of opening of price bid will be intimated after scrutiny of technical bid of the technically qualified, in the presence of tenderer's or their authorized agents at Tender co-ordination Department, CMM, BHEL, Ramachandrapuram, Hyderabad.**

Name of the Work	Earnest Money Deposit (EMD)	Due date / Time for receipt of tender	Date and Time of Tender Opening	Period of completion of the work
“BREAKING OF REJECTED GREY IRON CASTINGS & NI HARD ROLLS IN F&P” on job contract basis for the year 2011-12 As per schedule of work Annexure-I, II III& IV are enclosed	20,000/-	10-11-2011 at 11.00 hrs	10-11-2011 at 13.30 hrs (Technical bids)	One year from the date of Commencement Of the work

SALE OF TENDER DOCUMENT: From 01-11-11 to 09-11-11 (From 9.00 to 14.00Hrs)

Note: 1.Tenders must be received on or before TENDER DUE date & Time; **Tender can be sent by the register post, BHEL will not be responsible for any postal delay**

2. Technical bid without **cost of tender documents and EMD is liable to be rejected.**

Signature of the contractor

DGM/Prodn./JC/ F&P

PART-A**ANNEXURE – I****Should be kept in a separate cover (Annexure I to III)****FOUNDRIES & PATTERN SHOP
TECHNO COMMERCIAL BID****NAME OF THE WORK: BREAKING OF REJECTED GREY IRON CASTINGS & NI HARD ROLLS INF&P on job Contract basis for the year 2011-12.****TENDER NOTICE NO. DATE: HY/FDY/JC/11-12/08****Dt: 31 -10- 2011**

Cost of the Tender Document: Rs 300/- If collected from the F&P department (Non refundable) Rs 200 /- If downloaded through BHEL Website (Non refundable) It has to be submitted in the form of D.D. and shall be enclosed with the Techno-commercial bid.

EMD: An amount of **Rs 20,000/- (Rupees Twenty Thousand only)** towards EMD shall be paid in any of the mode: 1) In BHEL cash office or 2) 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 (Techno-commercial bid only) No other means of EMD payment will be accepted. One time EMD will also be accepted as per terms of **BHEL WORKS POLICY**.

Prequalification requirements:

1. Contractor shall furnish and enclose copies of ESI Code, PF code, PAN No and Valid Labour license for execution of activities. In case of labour license, it should be submitted before commencement of work.
2. Tender bids without EMD as stipulated are liable for rejection
3. Tender bids without cost of tender documents will be rejected.
4. Average annual turnover during the last 3years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
5. The contractor should have the experience of having successfully completed **minimum One work in Breaking of rejected G. Iron castings/ Breaking of rejected Al castings/ Breaking of rejected Ni-Hard Rolls/ Breaking of any other Metals in an Industrial workshop/ any other work in an Industry / workshop** during the last 7 years ending last day of month previous to the one in which applications are invited .The cost of such work shall not be less than the amount equal to **80 %** of the estimated cost. The contractor shall submit the experience certificate mentioning the Name and Address of the company where the work was executed, the Reference number, the Value and Duration of the work done, the details of the work carried out & Proof of Payment Details if it is done outside BHEL.
6. This work is general in nature and does not involve any skill. The personnel deployed by the contractor should have the knowledge about breaking of foundry material for the Work contents as detailed in **ANNEXURE – II**
7. The personnel deployed by the agency shall be conversant with the safety practices for the operations detailed in the work content and also shall be conversant with the safety practices for the operations detailed in the work content. It is the responsibility of the contractor to supply the safety equipment to the personnel and for deployment of persons who are conversant with usage of all security/safety equipment.

The required safety practices related to this work are detailed below :-

- A. Personnel deployed by the agency shall wear Safety Shoes with pair of socks, Protective cloth (Uniform) and Head Helmets all the time while inside the Factory area, as a general safety measure.
- B. During the Breaking of of rejected G. Iron castings/Ni-Hard Rolls the Personnel shall wear Leather Hand gloves to avoid the items from slipping and causing injuries. Also, dust will be generated during these operations. To protect against this, air Respirators have to be used. Plastic Face Shields have to be used to avoid flying pieces from causing injury.

Signature of the contractor

To be filled up by the Bidder

Name of the Contractor :

Full Address:

Contact person:

Phone / Fax:

Mobile no:

**Name of work : BREAKING OF REJECTED GREY IRON CASTINGS & NI
HARD ROLLS IN F&P.**

Description Contractor's Acceptance/ Remarks.**Table. 1**

1.	Experience (Details should be furnished) name of the work undertaken: value of work: worked in which company/ organization: year of work completion: work experience certificate obtained from whom: (enclose a separate sheet if necessary) -- please refer prequalification	
2	PF CODE NO (if available) :	
3.	ESI CODE NO:	
4	LABOUR LICENCE NO under section12 (1) of R&A 1970 & Validity(either valid or under renewal should indicate):	
5	Acceptance of Completion Time before one year	Yes
6	Validity: Minimum 90 days from technical bid opening date.	Yes
7	COST OF TENDER DOCUMENT Rs 300/- - if collected from the F&P (Non refundable) Rs 200 /- If downloaded from BHEL Website (Non refundable) Cash receipt/ bankers cheque No & date Details	
8	EMD (RS 20,000/-)	
9	PAN No:	
10	Whether Price quoted is inclusive of all Taxes & duties. Please give details of the applicable taxes and duties in percentage and the portion of the amount on which the tax is applicable.	
11	Amount quoted is firm during contract period.	Yes
12	Security Deposit clause: acceptance (Details see under terms and conditions)	Yes

13	PAYMENT TERMS: Progressive Payments at monthly intervals for the work completed on quantifiable basis in all respects as per measurement book. Release of payment may take about 15 days for all clearances.	Yes
14	PENALTY: 0.5% of the balance contract value per week or part there of subject to a maximum of 10% of the contract value shall be levied if delayed	Yes
15	General conditions acceptance – technical questionnaire.	Yes
16	Decision of BHEL Representative shall be final in the matter of inspection at any stage	Yes
17	Annual turnover during last 3 years (30% of the estimated cost) 10-11 09-10 08-09 year-	Amount Rs.
18	SERVICE TAX REGN. NO	
19	APGST NO./ TIN NO:	
20	20% Bonus to be paid to workforce under the Bonus Act.	Yes

Imp: Lowest offer will be decided on total cost to BHEL

NOTE:

1. Techno commercial bids: In case the agency has not satisfied all the above conditions with documentary proof, the bid is liable for rejection and their price bid will not be opened.
2. In case of a firm, the relevant documents shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
3. All agencies shall submit the required documentary evidence.
4. All the columns shall be filled with proper information.
5. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
6. BHEL reserves the right to verify the information provided by the vender/contractor and call for such of documentation evidence as required for the above including payment details with cheque no's. In case the information provided by vender/contractor is found to be false/ incorrect , the offer shall be rejected.
7. Latest (valid) and permanent E.S.I card must be available with each and every personnel deployed by the agency through out his contract period.

Signature of Contractor(s)

GENERAL TERMS AND CONDITIONS IN BRIEF:

- 1) Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
- 2) Contractor shall provide personnel safety equipment like uniform, safety shoe for his staff. (List enclosed)
- 3) The contractor is wholly responsible for any loss of life or partial disability of any of their employees while on work
- 4) 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 same under statutory obligation.
- 5) BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 6) Upon Awardal of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
- 7) The contractor shall pay minimum skilled /semi-skilled / un-skilled wages to the Labour as per minimum wages act for the Labour engaged in BHEL. Please refer HR circulars time to time issued by B.H.E.L. HR department in line with Govt. notification, For the Unit Rates existing in BHEL (latest rates are appended at last).
- 8) In case of any increase in the daily wages of Contract Labour the contractor has to pay the new wages to the contractor Labour . BHEL will not reimburse for any increase of wages .
- 9) The agency shall quote the firm rates considering all possible escalation During the currency of the contract..
- 10) Contractor should make remittances towards PF, ESI as per applicable rules.
- 11) 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 .

FINANCIAL TERMS AND CONDITIONS:

- a) Prices quoted must be firm and should be inclusive of all taxes, duties, during the contractual period.
- b) **Payment:** progressive payments will be arranged on acceptance of the items supplied/ work completed
- c) **Delivery :** Total Job should be completed within schedule time
- d) **Penalty:** Penalty will be levied at the rate of 0.5 % percent of the contract value per week or part thereof subject to maximum of 10% of the total contract value in case of delay.
- e) **Security Deposit** clause is applicable.
- f) **Guarantee:** 12 Months for workman- ship.

Signature of the contractor

- g) Payment will be made through the BHEL Weighment slips with the endorsement of weigh bridge and certification of shop/section incharge , where the broken pieces are unloaded in the shop.

General: For filling and submitting the tender

Tender cover should have the following details:

- a) Tender for the work **BREAKING OF REJECTED GREY IRON CASTINGS & NI HARD ROLLS IN F&P on job contract basis for the year 2011-12**
- b) From address :
- c) To address: DGM /Prodn/ JC / F&P, 04 Annexe, M/s BHEL, R.C.PURAM, HYDERABAD- 502 032
- d) Tender No: **HY/ FDY /JC /11-12/08**
- e) Tender due date: **10 -11-2011 at 11.00 hrs.**

Contractor should get it rubber stamped on all pages with Full Signature & date. Signature & rubber seal is required wherever corrections are made.

The following documents should be submitted with techno commercial offer.

- a) *Documents showing experience - Pl. refer to Annexure – I for the details .*
- b) *PF Code .*
- b) *ESI Code .*
- c) *Labour license .*
- d) *PAN No .*
- e) *Payment towards cost of tender by way of cash deposit in BHEL office or Bankers Cheque or Demand Draft .*

For and on behalf of

Bharat Heavy Electricals Limited,
(Y.R.K.Murthy)
DGM/Prodn./JC/ F&P

M/s BHEL 04 Annexe,
PHONE: 2318 3559
FAX: 040-23186115
Email id: yrkmurthy@bhelhyd.co.in

ANNEXURE-II**FOUNDRIES & PATTERN SHOP**

NAME OF THE WORK: BREAKING OF REJECTED GREY IRON CASTINGS & NI HARD ROLLS IN F&P on Job Contract basis for the year 2011-12

01. WORK CONTENT FOR THE ABOVE IS FURNISHED HEREUNDER.

01. Rejected G. Iron castings and slag traps shall be broken to the size less than 350 mm and shall be suitable for charging in to the 2.5 Ton melting furnaces in 204 Shop.
02. Special tools required shall be arranged by the contractor only.
03. Rejected G. Iron castings lying in the Scrap yard and in and around 204 & 205 Shops are to be broken in to the specified sizes, to facilitate Charging in to Melting Furnaces. Breaking is to be done at places where the castings are laying.
04. All the available facilities in 04 shop and scrap yard such as space under the crane, crane facilities, skull breaking facilities, tool sharpening facilities in 204 & 205 fettling shop. Metallic wedges, rejected chisels etc. if available in the scrap yard will be given free of cost by the company.
05. Transport facilities will be provided by the company. Contractor has to organize Scrap loading with his own Labour.
06. The above work is intermittent in nature and contractor has to execute the work as and when required in BHEL.

02: RESOURCES TO BE DEPLOYED BY THE AGENCY.

- ❖ **The contractor must understand thoroughly the scope of work in detail and deploy personnel's having sufficient requisite knowledge to carry out the functions as indicated above.**
- ❖ Contractor or his representative has to co-ordinate for all the above works with concerned shop In-charge.
- ❖ Contractor will be solely responsible for the supervision of the contract labours deployed by him and should engage supervisor for this work.
- ❖ All the safety items & equipment's as per enclosed list are to be provided before commencement of work.
- ❖ All the safety items should be according to ISI standards and accepted by safety department of BHEL
- ❖ **The above work is intermittent in nature and contractor has to execute the work as and when required by BHEL. Agreements are to be made accordingly.**

Signature of the Contractor

SAFETY ITEMS:

Sl. No	Description	Monthly	Yearly	Pool Basis Yearly once
1.	Leather Hand gloves	2 Sets (4 Nos)	--	--
2.	Special type goggles (Clear lenses)	1 pair	--	--
3.	Air Respirators	4 Nos	--	--
4.	Blue Cotton cloth caps	--	4 Nos	--
5.	Safety Shoes (with 2 Sets of socks)	--	1 Pair	--
6.	Protective cloth (Uniform)	--	2 Pairs	--
7.	Welder Aprons for removal of rolls	--	--	4 Pairs
8.	Spectacle type goggles/ face shields	--	--	8 Nos
9.	Head Helmets	--	--	10 Nos

NOTE:

- 1) The bid shall be submitted in two parts namely Techno- Commercial bid and the price bid. Techno commercial bids will be scrutinized by the tender committee. In case the agency has not satisfied the conditions as detailed in the pre-qualification criterion as detailed in Annexure – I with documentary proof, the bid is liable to be rejected and the price bid of such agency will not be opened. The Price bid will be opened for the parties qualified in the technical bid.
- 2) **The date of opening of price bid will be intimated after scrutiny of technical bid.**
- 3) In case of a firm, the documents submitted by the agency shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual
- 4) For the required experience for this contract, pl. refer to Prequalification requirement (Annexure - I).
- 5) BHEL reserves the right to modify / Change the specifications any time before the Price bid is opened.
- 6) BHEL reserves the right to verify the information provided by the vender/ contractor and call for such of documentation evidence as required for the above **including payment details with cheque no's**. In case the information provided by vender/contractor is found to be false/ incorrect , the offer shall be rejected.
- 7) Latest (valid) and permanent E.S.I card must be available with each and every personnel deployed by the agency through out his contract period
- 8) All safety items should be according to ISI standards and accepted by safety department of BHEL.

Signature of the Contractor

Invariably furnish the following in your Techno-commercial offer: Table No-2

The contractor is required to reply to the clarifications as may be desired by BHEL for the points mentioned in the following Table.

Sl. No.	Title of Clarification resorted to	BHEL Query	Clause in Tender Document	Your Response with Proof	Remarks
1.	Experience Certificates submitted for the subject contract	i- Has the Agency executed one work in an industry in the last 7 years period?	Pre-Qualification Requirement Annexure 1	Yes / No	If yes, then provide the following: 1. Company in which the work was executed, with verifiable data such as address, Tel. No., E-Mail ID etc. along with any Certificates issued by the Company.
2	Cost of the the Work Executed	Is it 80 % of the Estimated cost	Pre-Qualification Requirement Annexure 1.	Yes / No	If yes, then provide the Bill for the work executed Proof of payment Cheque details, if the work was carried out at other than BHEL.
3	Average annual turnover during the last 3 years, ending 31 st March of the previous financial year,.	Is it at least 30% of the estimated cost	Pre-Qualification Requirement Annexure 1.	Yes / No	If yes, then provide the Saral (IT) copies. duly certified by chartered accountant for the 3 previous years. 10-11 09-10 08-09

Signature of the Contractor

Annexure- III**Obligations of the Contractors / GENERAL TERMS AND CONDITIONS**

Contractor shall fully comply with the following (General Terms and conditions) and special instructions / enactments:

- (a) Contract Labour (R&A) Act, 1970 and rules formed there under in A.P.
- (b) Wage Rates not less than that notified by State Labour Department /from time to time.
- (c) Payment of Wages Act.
- (d) ESI Act, 1948.
- (e) EPF Act, 1952
- (f) Workmen's Compensation Act, 1923.
- (g) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
- (h) Payment of Bonus Act, Gratuity Act, works contract Act, Service Tax Act, Factories Act, Income Tax Act and any other applicable Acts. And all other Act applicable in execution of contract.

The contractor shall obtain License from the Competent Authority if he engages 5 (Five) or more workmen.

The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.

- (a) Form XII - Register of contractors
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment card issued by contractor (rule 76)
- (d) Form XVI - Muster Roll (Rule 78(1) (a) (i))
- (e) Form XVII - Register of Wages (Rule 78(1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
- (i) Form XXI - Register of files (Rule 78) (1) (a) (ii))
- (j) Form XXII - Register of advance (Rule 78)(1) (a) (ii))
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii))
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82) (1)

(m) Any other registers and forms to be maintained as per applicable Act.

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

Signature of the contractor

4. The contractor shall observe
 - (a) Weekly rest day
 - (b) BHEL List of Holidays
5. 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 /HR section through the contract executing officers before commencement of the work. Contractor to maintain appropriate records of his employees deployed to carry out the jobs.
6. The contract shall ensure that entry and exit of Labour shall be as per the procedure laid down by the BHEL / HR department. Entry permits of the Labour are to be issued by the contractor with contractor's monogram.
7. 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.
8. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified/conducted by the HR/Personnel department, Labour department, P.F authorities, Factory Inspections, ESI inspectors, or any other such authorities.
10. Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
11. 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 shall be deemed sufficient service there of upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
12. Contractor must 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 nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
13. Contractor, during his absence shall appoint a competent person to constantly monitor the works as per the directions and explanations given by the "Contract Signing Officer".

Signature of the contractor-

- 14 Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the BHEL official.
- 15 The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. 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 BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
- 16 **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 permission.**
- 17 **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 acts of omission and commission by his employees deployed by the employees deployed by the contractor shall lie exclusively with him.**
- 18 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 BHEL 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.
- 19 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 BHEL as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- 20 **Contractor shall observe provisions of factories act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on second/third shift, overtime, Sundays or on other declared Holidays of BHEL without the written permission.**
- 21 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
- 22 **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 BHEL official In charge of the work.**

Signature of the contractor

- 23 The contractor shall indemnify BHEL against all losses or damages sustained by BHEL 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 BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.
- 24 The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract Labour. The contractor shall get himself licensed from the state Labour Commissioner as a contractor in accordance with AP contract Labour (R&A) rules, 1971. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being licensed as a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfilment to all statutory requirements including those contained in Labour Commissioner's notification No. D1/8385/79 in respect of employment conditions for contract Labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions/wages rates for contract Labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract Labour (Regulation & Abolition) Act, 1971 will make the agreement liable for immediate termination. Valid contract Labour license shall be produced to BHEL for verification before entering into the contract.
- 25 The contractor shall ensure abidance by all the Labour laws especially including contract Labour (R&A) Act1970, payment of wages Act1936, workmen's compensation Act1948, minimum wages Act1948, payment of Gratuity Act 1972, payment of Bonus act ,1965, ESI Act 1948and EPF&MP Act,1952,Income Tax Act, Service Tax Act and all other applicable acts shall be complied with by the contractor.
- 26 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued time to time by the concerned authorities.
- 27 Contractor shall ensure payment of statutory of 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 / BHEL authorities.

Signature of the contractor

- 28 The contractor shall obtain a separate Provident Fund. Code for his establishment and ensure implementation of provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF &MP Act1952 to the RPFC. Contractor should have independent code numbers under EPF&MP Act1952 and Esi Act 1948 and shall cover his employees under the said code.
- 29 Contractor shall ensure payment of ESI contribution under ESI Act and provide ESI membership no. / card of each employees.
- 30 Contractor shall produce proof of deductions as well as remittances of PF,EDLI, pension,ESI contribution, administrative charges etc. Where ever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- 31 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 32 Contractor shall be solely responsible for nonpayment /delayed payment of wages/DA,contributions under EPF &MP Act,ESI Act etc.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.
- 33 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.
- 34 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor. Contractor to obtain insurance cover for his employees.
- 35 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.
- 36 Over and above the daily wage rate, payment shall be made for leave with wages.
- 37 Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period. The amount of disbursement have to be Transferred to Bank Account of the contract Labours deployed by him. The Bank Account details, pay slips issued to the contract Labours shall be handed over to the authorized representative of contract operating division who shall record under the signature at the end of entries in the register of wages. The contractor will be solely responsible for the disbursement of wages.

Signature of the contractor

38 Contractor to obtain licence under CL(R&A) Act,1970.

- 39 In case of any financial loss incurred by 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 of the extent of the loss incurred by the company.
- 40 The contractor shall not resort to subcontracting under any circumstances. THE contractor shall be responsible to settle any grievances of the Labour deployed by him.
- 41 **The contractor shall provide the required safety equipment to the labours engaged by him.**
- 42 Contractor shall issue "Employment Card" to all Labour and supervisors covered under the job work contract.
- 43 A copy of the agreement between contractor and his Labour shall be submitted to the personnel department.

44 Safety Measures:

- a) **The Contractor shall provide the required safety equipment like uniform, safety belt, shoe, hand gloves, to the contract labourers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.**
- b) **Contractor has to obtain work permit for "working at heights above 3 meters height from ground level" wherever applicable.**
- c) **Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statue or otherwise.**

45. 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 shall not carry any interest

Signature of the contractor

46. Security deposit:

Security Deposit should be collected from the successful tenderer. The rate of Security

Deposit will be as below:

Up to Rs. 10 Lakhs	10%
Above Rs. 10 Lakhs up to Rs.50 Lakhs	1Lakh + 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 collected 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 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.
 - 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

47. 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 authorized agents, who are entrusted with the work by contractor.

48. The quantities mentioned in the agreement schedule are worked out from the relevant data in the Company and may or may not be the actual required for execution.

49. 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 item or portion of the work as it deems necessary.

Signature of the contractor

50. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official..
51. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an un-worked 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.
52. 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.
53. 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.
54. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
55. The contractor shall remove all the generated scrap 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.
56. All rubbish as it accumulates shall be removed from the site to the point of Disposal.
57. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the Company for sole arbitration and his decision shall be final and binding on the parties to this contract.
58. 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.
59. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion
60. Disputes, grievances between the contractor and his Labour, will have to be settled by the Contractor only.
61. The Labour employed by the Contractor, if found in abetting any fellow Labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.

Signature of the contractor

62. 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.
63. The contractor shall have relevant experience for execution of similar work and shall submit credential/relevant documents to that effect.
64. It shall be responsibility of contractor for the administration of the employees deployed for activities in BHEL R.C.Puram unit. The contractor shall be solely responsible for supervising the work allotted to him, and be carried by his employees.
65. The workmen deployed as above shall be in the pay rolls of the contracting agency/firm and shall be physically and mentally fit and do not have criminal records.
66. The contracting agency shall be responsible for all statutory obligations such as coverage of E.S.I, P.F, and APGST and Labour license, insurance etc.
67. The contracting agency shall have relevant labour license (Central Govt)and produce the same.
68. If required , workmen shall be deployed in two shifts on daily basis.
69. Relievers shall be provided on the respective off days of workmen.
70. The employees deployed by the contractor shall wear neat & tidy uniform of approved design and proper shoes while on duty in BHEL R.C. .Puram, which shall be provided by the contractor
71. The contracting agency shall ensure proper and polite behaviour of their employees in BHEL R.C.Puram premises.
72. The agency shall quote the firm rates considering all possible escalation during the currency of the contract.
73. The offer must be filling up the rates in the same prescribed format issued by BHEL and additional clauses or offers against any other different head will make the offer liable for rejection.
74. Man power to be deployed should have requisite skill and be in commensurate with the requirement of the job as well as supervision of them. Fulfilling the same to be ensured by the contractor during execution of the job to the satisfactory level and will also be responsible for maintaining the same during currency of the contract.

Signature of the contractor

75. All BHEL General Conditions of the contract shall be applicable.
76. The agency should affix his signature at the end of each page of the document .
77. The contractor or his authorised representative shall be always present at the work site.
78. The contractor shall submit the daily progress report to the Engineer-in - charge
79. The contractor should engage labours who should not be less than 18 (eighteen) years age.
80. Where there is difference in between quoted rates of figures and words, higher rate is taken for tender comparison, while awarding lower rate will be awarded.
81. All the bills of contractors will be cleared by finance Department subject to production of " Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by IR section of Human Resource Department.
82. BHEL has the privity of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractors.
83. In the event of completion/ termination/closure 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 retirement compensation at his own cost.
84. Contractor shall indicate details of manpower to carryout the activities on their rolls .
85. Contractor /his authorised representative shall be available round the clock in the site and take instructions from BHEL engineer and get the job executed under supervision by himself/ his authorised people.
86. Contractor shall issue photo identity cards/employment card to his employees duly verified and attested by the contractor.
87. In case of employment of women for work by the contractor, contractor will have to discharge his obligations under relevant laws, Acts.
88. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

Signature of the contractor

89. Material ,equipment and all other facilities like crane & transport facility will be provided by BHEL free of cost.

90. Towards Supply of tools, tackles and materials :

Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

91. Towards Finance:

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies .Which might be applicable to this type of job.

92. Rights and obligations of BHEL :

a) 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 obligation and rectify the deficiency/anomaly within specified time(Units to specify the time) failing which BHEL reserves the right to impose the specified penalty (Units to specify the quantum of penalty in the contract) in the and/ or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason there of by giving 30days notice in writing to the contractor.

The cancellation of contract may be either for whole or part of the contract at BHEL's position. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

Signature of the contractor

93. Duration of the Contract:

Duration of the Contract i.e. date of start and date of completion needs to be specifically provided in the Contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.

94. Arbitration and Governing Law:

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 rules made 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.

95. Signature of the parties:

The contract needs to be executed on proper stamp paper to be purchased by the contractor (stamp fees be ascertained as per the applicable rates in the concerned state). It should be signed with seal of the firm/ Company and witnessed.

96. Adherence to purchase policy/work policy:

Relevant provisions of purchase policy/ Works policy and delegation of powers as applicable need to be adhered to while awarding the job contract(s).

SPECIAL CONDITIONS

1. Time is the essence of the contract and the specified time of completion is upto which will be reckoned from the date of commencement of work.
2. **Penalty** Penalty will be levied at the rate of 0.5 % percent of the contract value per week or part thereof subject to maximum of 10% of the total contract value in case of delay.
- 3 These special conditions supplement the conditions to tenders and contracts and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract. These special conditions shall prevail.
- 4 Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy him about the nature and scope of work to be executed

Signature of the contractor

- 5 BHEL is reserve the right to deviate wither by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
- 6. The quantity mentioned in ANNEXURE - IV is only indicative and subject to variation. The actual quantity may change depending upon the requirement of the product shops . The awarded Quantity may increase or decrease but the Contractor has to deploy the required manpower upon 31st March 2011.**
- 7 Permissions for Labour shall be obtained in the prescribed formats.
8. Guidelines and statutory payments for Labour engaged have to be adhered to by the contractor
9. Tender documents are not transferable & Tender bid without EMD amount shall be rejected. No correspondence shall be considered.
10. BHEL reserves the right to accept or reject the lowest or any other tender or reject all tenders without assigning any reasons.
11. Contractor should follow general terms & conditions of BHEL in respect of job-contract works including the revisions from time to time
12. The above work is intermittent in nature and contract has to be completed within the stipulated period during the year 2011-2012
13. Contractor can assess the work content by contacting **contract Executing officer** between 09-00 Hrs to 14.00 Hrs on all working days.

Daily wages to Labour

Consequent upon the increase in consumer price index numbers, the Regional Labour commissioner (Central) vide memorandum No 47 (1) / 2011-C2, dated : 06-04-2011, the minimum wages and revised DA for contract Labour as on date is mentioned below: (w.e.f. 01-04-11)

Category Daily Wage Rate in Rupees

USW	327.65
SSW	358.30
SW	388.42

*The daily wages to be paid to the contract Labour by the contractor after deducting the employee contributions towards PF & ESI at the rate of 12% and 1.75% respectively, and to deposit the same by the contractor to the appropriate authority. In addition to this the contract Labour are entitled for Weekly off, Holiday and Leave Wage as per Wage rates as on date. Contractor has to pay **20%** Bonus to his workforce.*

Leaves and Holidays

11 days paid holidays / per year

18 paid leaves / per year.

Daily unit rate covers all statutory provisions like PF, ESI, and weekly off. except safety requirements, Employer Contributions towards PF at the rate of 12% , Administrative charges towards PF at the rate of 1.61 % and ESI at the rate of 4.75% .

Signature of the contractor

ANNEXURE- IV

Should be kept in a separate coverPART - B

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHNADRAPURAM:: HYDERABAD- 502 032
FOUNDRIES AND PATTERN SHOP

PRICE BID

**NAME OF THE WORK: BREAKING OF REJECTED GREY IRON CASTINGS & NI-HARD
 ROLLS IN F&P ON JOB CONTRACT BASIS FOR THE YEAR 2011-12**

LIMITED TENDER NOTICE NO. : HY/FDY/JC/11-12/08 DT 31st October 2011

SCHEDULE OF WORK

SL. NO.	DESCRIPTION OF WORK	QTY/ IN TONS.	RATE QUOTED/TON (RS)	AMOUNT (RS)
1.	Breaking of Rejected Grey Iron Castings	200		
2.	Breaking of Rejected Ni-hard Rolls	300		
Total Amount(Rs)				

IN WORDS (Rupees.)

Note:

- 1) The quantity mentioned above is only indicative and subject to variation. The actual Quantity may increase or decrease depending upon actual production requirement.
- 2) The Prices quoted above must be firm and should be inclusive of bonus, DA and all Statutory payments etc. with ref. to relevant acts except **Service Tax & VAT** ,which will be allowed extra subject to submission of documentary evidence, so that BHEL can claim Cenvat credit and VAT from Govt.
- 3) Any increases in Cost of Living Allowance / Wages shall be absorbed by the contractor himself and BHEL will not reimburse the increases in Cost of Living Allowance / Wage
- 4) The tender evaluation is done based upon the lowest total cost to B.H.E.L .

SIGNATURE OF THE CONTRACTOR

DGM/Prodn./JC/ F&P

TERMS AND CONDITIONS :

1. Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
2. Contractor shall provide uniform and personnel safety equipment like safety shoe, helmets, goggles, hand gloves face shields etc. for his staff before commencement of work.
- 3 The contractor is wholly responsible for any loss of life or partial disability of any of their employees while on work**
- 4 In case of occurrence of any accident/ injury of contractor's staff, BHEL shall not pay any compensation while they are on duty and contractor has to take care of the same under statutory obligation.
- 5 BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 6 Upon Awardal of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
- 7 The contractor shall ensure payment of minimum wages to his Labour as per minimum wages act for the Labour engaged in BHEL. Refer HR circulars issued by BHEL time to time in line with Govt. notification for the Unit Rates existing in BHEL. Any revision of daily wages rate as per Government G.O shall be born by contractor only and the arrears must be paid immediately to his labour. BHEL will not pay the same. Contractor should make remittances towards PF, ESI as per applicable rules. The contractor shall remit the Contractor's contribution along with Employee's contribution to PF and ESI departments and file monthly returns by 20th of following month.
- 8 . Contractor or his authorized representative has to coordinate with the Executing Officer for all the works mentioned in the contract.
9. BHEL reserve right to modify/ change the specification any time before the price bid is opened.
10. The Contractor should arrange proper Supervision. Supervision during the execution of contract is in the scope of contractor.
11. The Agency shall quote firm rates considering all possible escalation during the execution of the contract.

Signature of the contractor

Contd....

- 12 All documents (including BHEL Terms & Conditions) submitted for Techno Commercial bid are to be signed and stamped by the contractor without which they will be rejected.
- 13 Any changes in Tender Notice or Extension of Tender dates will not be published in the News papers. The same can be read from BHEL Web site .
14. The quantity mentioned in SCHEDULE OF WORK is only indicative and subject to variation The actual quantity may change depending upon the requirement of the department. The tender evaluation is done based upon the lowest total cost to B.H.E.L
- 15 Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
- 16 The contractor shall follow all the safety precautions while executing the work.
- 17 The contractor or his authorized representative shall be always present at the work site.
18. The contractor shall submit the daily progress report to the Engineer-in-charge.
19. Monthly bills will be cleared after obtaining the clearing certificate from HR department.

Signature of the contractor

DGM/Prodn./JC/ F&P

----- END -----

