

# **NOTICE INVITING TENDER**

1. TENDER REF. NUMBER : BHEL/JC/CE-PROD/12-14/01
2. NAME OF WORK : JOB CONTRACT FOR MATERIAL MOVEMENT, CLEANING, SHIFTING & ARRANGEMENT OF PRODUCTION RELATED ITEMS/ TEST FACILITIES AND OTHER RELATED ACTIVITIES IN CE-PRODUCTION DEPARTMENT OF BHEL-ESD.
3. COMPLETION TIME : 24 MONTHS
4. ESTIMATED COST : Rs. 91,64,532.00/-
5. EARNEST MONEY DEPOSIT : Rs 1,50,000.00/-
6. LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT : ON/BEFORE 21/09/2012. At 02.00Pm
7. PLACE OF SUBMISSION OF TENDER DOCUMENT : To be dropped in **ESD TENDER BOX.** kept in the reception area at BHEL / ELECTRONICS SYSTEMS DIVISION ELECTONIC CITY, BANGALORE - 560 100.
8. DATE AND TIME FOR TENDER OPENING: 21/09/2012 at 02.15pm

**I. Technical Bid : ( Part-1 )**

- (a) Information part & Essential Criteria for Techno-Commercial Acceptance of Bid (Page 2-4)
- (b) Instructions to tenderers ( Page No. 8-11 of Terms and Conditions document DOC/JC/CE-PROD/ESD/12-14/T&C/01).
- (c) Scope of work as per schedule A & B.(Page No. 6 & 7)

**II. Price Bid : (Part - 2)**

- (a) Schedule A & B.

- Note:**
1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
  2. Photo copy of documents required for Essential criteria is compulsory for evaluating of technical bids and acceptance of Technical bids.
  3. The tenderer shall return the duly filled in tender document after affixing signature and Seal on all pages.
  4. Prices has to be quoted items wise separately as per Price bid (Schedule A & Schedule B) format.
  5. Part –1 (Page No. 2 to 4) to be filled and submit without blank spaces.
  6. Tenderer should check the correctness of DD for spelling etc before submission.



PART-1

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders):

1. NAME OF THE CONTRACTOR :
  
2. ADDRESS :  
(A) OFFICE :
  
- TELEPHONE NO. :
  
- (B) RESIDENCE :
  
- TELEPHONE NO. :  
E - Mail ID :
  
3. STAFF STRENGTH :  
TECHNICAL :  
GENERAL :
  
4. PLANT / EQUIPMENTS :
  
5. A) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD  
(As per schedule A & B)
  
- B) ACCEPT TO EXECUTE IN TOTAL : YES / NO
  
7. Details of contractor executed with PSU/  
Pvt. Sector with similar contract value & nature  
of work handled & duration and period. :  
(copy of completion certificate to be enclosed)

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Sl.No	Name of PSU/ Private Organization	Nature of work	Contract value (Rs)	Duration (No. of years)	Period (from –to)

(Attach separate sheet if necessary)

**B) Essential Criteria for Techno-Commercial acceptance of Bid :**

01. Average Financial Turn Over during the :  
last 3 years (Not less than 30% of estimated  
Cost of Value of NIT)  
(i) Turnover of financial year 2011-2012 :  
(ii) Turnover of financial year 2010-2011 :  
(iii) Turnover of financial year 2009-2010 :  
(Copy of the above documents to be enclosed)
02. Solvency Certificate ( Not less than 30% of the :  
Estimated Cost of NIT, Certificate from Bank  
not older than 1 Year to be furnished)
03. Experience certificate successfully completed similar  
works during last 7 year :  
(copy of completion certificate to be enclosed) :  
Three similar completed works  
(each not less Than equal to 40% of the Estimated cost)  
OR  
Two similar completed works  
(each not less than equal to 50% of the Estimated cost)  
OR  
One similar completed works(each not less  
Than Equal to 80% of Estimated cost) :

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04. Form of EMD furnished ( Cheque is not acceptable) : Cash / DD/ Pay Order
- (A) CASH (Receipt No. & Date) :
- (B) DEMAND DRAFT / PAY ORDER Particular :
05. Security Deposit Clause as per clause no. 2.2.3, 2.3, 2.4 : ACCEPTABLE / NOT  
Of terms and conditions
06. Whether registered with Karnataka Shops & : YES /NO  
Commercial Establishment Act, 1961 / Any other  
Agencies.  
( Regn. No. & Copies of Regn. Certificate to be enclosed)
07. BHEL`S PAYMENT TERMS : ACCEPTABLE / NOT  
(Cl. No. 2.6 of Page No. 08 of NIT)
08. a) Whether registered with ESI / PF authority : YES /NO  
b) ESI Register No. (if yes indicate No.) :  
c) PF Register No. (if yes indicate No.) :  
d) Service Tax Registration : YES / NO  
(Copy to be enclosed)  
e) Whether income Tax payee : YES / NO  
PAN NO (if yes) :  
TIN NO :  
TAN NO :  
(Copy to be enclosed)  
f) Whether agreeable to make necessary : YES / NO  
Statutory payments as per BHEL  
EDN terms.
09. GENERAL CONDITIONS OF CONTRACT & NIT : ACCEPTABLE / NOT

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I / we will fulfill all the obligations as the contractor and abide by the terms and conditions mentioned in the documents and has signed this after understanding fully well all such obligations, terms and conditions.

I / we declare that, there was never / is no case or charge under investigation / enquiry / trail nor conviction in court of law against me / us, or we are not suspended or black listed by any organization on any grounds.

**ACTIVITY CHART**

<b>DURATION OF CONTRACT: 2 YEARS</b>		<b>SCHEDULE A</b>								
<b>CE ASSEMBLY ESD</b>										
<b>Sl.No.</b>	<b>Activity (Examples)</b>	<b>Category</b>	<b>Location</b>	<b>Frequency</b>	<b>Quantum of work/Frequency</b>	<b>Unit of work</b>	<b>Std.time per unit(in Min)</b>	<b>TOTAL MAN HOURS REQ.</b>	<b>Rate Per Unit Work In Rs. (Fig.)</b>	<b>Rate Per Unit Work In Rs. (words)</b>
1	2	3	4	5	6	7	8	9	10	11
1	Shifting of cubicles to workcentres as per production plan	USW	PRODUCTION BUILDING	Daily	20	No of cubicles	20	6.67		
2	Cleaning of cubicles before mid-3 operation	USW	PRODUCTION BUILDING	Daily	18	No of cubicles	10	3.00		
3	Material unloading and movements from despatch building to production block etc	USW	PRODUCTION BUILDING/ DESPATCH	Daily	15	No of times	18	4.50		
4	Arranging of materials in production stores	USW	PRODUCTION BUILDING	Daily	10	No of times	120	20.00		
5	Collection of cable drum,sizing of cables,bundlling,identifying and distributing.	USW	PRODUCTION BUILDING	Daily	10	No of times	60	10.00		
6	Cleaning of cubicles before testing	USW	PRODUCTION BUILDING	Daily	10	No of cubicles	10	1.67		
7	Cleaning with moist cloth of cubicles before sending the cubicles to despatch area	USW	PRODUCTION BUILDING	Daily	20	No of cubicles	45	15.00		
8	Movement of cubicles to despatch area & to production building and assistance for loading in the truck	USW	PRODUCTION BUILDING	Daily	15	No of times	20	5.00		
9	Segregation of scrap materials and sending to scrap yard	USW	PRODUCTION BUILDING	Daily	5	No of times	45	3.75		
10	Battery operated trolleys to be arranged for charging.	USW	PRODUCTION BUILDING	Daily	2	No of trolleys	25	0.83		
11	Floor sweeping and wet mopping of stores, production area, despatch (hardware stores, painted item stores, c.profile/busbar stores, tool crib, reworkcell, door storage area).	USW	PRODUCTION BUILDING	Daily	4	No of times	452	30.13		
12	Cleaning of Mechanical components and BO Components in shop before mounting.	USW	PRODUCTION BUILDING	Daily	4	No of times	465	31.00		
13	Collection,Movement and distribution of pre fab cable. assembly to work centres	USW	PRODUCTION BUILDING	Daily	9	No of times	170	25.50		
14	Supervion	SSW		Daily	1		458	7.63		

TOTAL IN FIGURES

**USW - Un Skilled Worker**  
**SSW - Semi Skilled Worker**

TOTAL IN WORDS

**Note for the bidders:** 1) The Quoted rate should have average daily wages for next two years (inclusive of ESI,PF,Bonus,accounting for leaves & paid holidays ,Travelling allowance @Rs.20/- per day,attendance bonus @Rs.10/-per day and Washing allowance@Rs.75 per month including Service charge & service tax.  
2) **NOT TO BE QUOTED:** Uniform items should be provided as per BHEL instructions and reimbursement will be allowed accordingly.

**ACTIVITY CHART**

<b>DURATION OF CONTRACT: 2 YEARS</b>			<b>SCHEDULE B</b>							
<b>CE SYSTEM TESTING ESD</b>										
<b>Sl.No.</b>	<b>Activity (Examples)</b>	<b>Category</b>	<b>Location</b>	<b>Frequency</b>	<b>Quantum of work/Frequency</b>	<b>Unit of work</b>	<b>Std.time per unit(in Min)</b>	<b>TOTAL MAN HOURS REQ.</b>	<b>Rate Per Unit Work In Rs. (Fig.)</b>	<b>Rate Per Unit Work In Rs. (words)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
1	Cubicle Cleaning, Movement & arrangement using manual/battery operated pallet trucks.	USW	PRODUCTION BUILDING	Daily	10	Nos of cubicles	20	3.33		
2	Thorough Dusting using vacuum cleaner/ wet mopping of tables & chairs, conference tables, chairs &	USW	PRODUCTION BUILDING	Daily	9	Nos of items	25	3.75		
3	Movement of test facilities/ material between the test shop-floors, FS or any other dept. within campus, either trolley/ battery truck/ hand carrying.	USW	PRODUCTION BUILDING/ DESPATCH	Daily	9	No of times	30	4.50		
4	Cleaning and arranging test facilities within shop floor or back to the stores (Power supplies, Transformer, variacs, instruments, & other test equipments.	USW	PRODUCTION BUILDING	Daily	5	No of times	60	5.00		
5	Cleaning battery operated / manual trolleys & arranging battery operated trolleys for charging	USW	PRODUCTION BUILDING	Daily	4	No of trolleys	25	1.67		
6	Module/ material movement between testing/ PCB area/ stores/ despatch area and carrying test instruments to calibration lab & bringing it back.	USW	PRODUCTION BUILDING	Daily	8	No of times	30	4.00		
7	Paper & document movement between system testing and other departments, serving customers during panel inspection	USW	PRODUCTION BUILDING	Daily	5	No of times	25	2.08		
8	Unpacking, cleaning & re-packing of project PCs coiling & storing power cables etc; giving support for connection & disconnection of hose pipes, bus bars, cables, filling oil in panels/ transformers and cleaning oil spillages	USW	PRODUCTION BUILDING	Daily	4	No of times	75	5.00		
9	Cleaning various stores(materials/ instruments/ document) and related items.	USW	PRODUCTION BUILDING	Daily	6	No of times	200	20.00		
10	Additional shop floor sweeping & mopping(unscheduled)	USW	PRODUCTION BUILDING	Daily	2	No of times	60	2.00		

TOTAL IN FIGURES

USW - Un Skilled Worker  
SSW - Semi Skilled Worker

TOTAL IN WORDS

**Note for the bidders:** 1) The Quoted rate should have average daily wages for next two years (inclusive of ESI,PF,Bonus,accounting for leaves & paid holidays ,Travelling allowance @Rs.20/- per day,attendance bonus @Rs.10/-per day and Washing allowance@Rs.75 per month including Service charge & service tax.  
2) **NOT TO BE QUOTED:** Uniform items should be provided as per BHEL instructions and reimbursement will be allowed accordingly.



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**Name of work:**

***“JOB-CONTRACT FOR MATERIAL MOVEMENT, CLEANING, SHIFTING& ARRANGEMENT OF PRODUCTION RELATED ITEMS /TEST FACILITIES AND OTHER RELATED ACTIVITIES IN CE-PRODUCTION DEPARTMENT OF BHEL-ESD”***

**Tender Reference No.: BHEL/JC/CE-PROD/12-14/01.**

**1. Instructions to Tenderers**

- 1.1 Sealed Tenders for the above work are hereby invited from the Contractors experienced in works of similar kind and magnitude.
- 1.2 Tender shall be submitted in two parts, i.e. (1) Techno-Commercial bid and (2) Price Bid.

Techno-Commercial bid shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document including the Work Instructions attached thereto before submitting Tender. Deviations / variations, if any, to the clauses of the Tender shall be indicated clearly. These are to be put in one sealed envelope and super scribed with Tender reference and `Techno-Commercial Bid`.

Price Bid duly filled and signed with seal, must be submitted in another separate sealed envelope super scribed with Tender reference and `Price Bid`. Price bid envelope must contain only the rates. ie. schedule A & B which is enclosed hereto.

Sealed envelope of both (1) Techno-Commercial bid and (2) Price bid must be put in a single sealed envelope super scribed with Tender reference and due date must be sent within the specified date and time.

In this regard, if any clarification is required, the Tenderers may contact the officer mentioned here below.



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Tenders should be addressed to:

***AGM (Production & Testing)***  
***BHEL, Electronics System Division,***  
***Electronic City, Bangalore – 560 100.***  
**Phone : 25146 147/184, +91 9449818750**  
**Email :- "BALAKRISHNAN.A" <Balakrishnana@bheledn.co.in>**

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated on the sealed Cover. All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

- 1.3 Address of the Tenderer, the name of the person to whom all the correspondences are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence), e-mail address and fax numbers.
- 1.4 All the entries in the Tender Documents should be in one ink. Eraser and overwritings are not permitted. Cancellations and insertions if any, shall be authenticated by the tenderer by signing and affixing his seal.
- 1.5 Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
- 1.6 Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e Rupees and paise with reference to each and for all the items shown in the attached Tender Schedule-A, B. These rates shall be for the finished work at site. The rates shall include all taxes and duties payable on account of octroi, sales tax, service tax and expenditure incurred on transportation or payment of any additional incentive to the workmen deployed on Works Contract etc and also expenses towards PF & ESI contributions and bonus(as per bonus act). For the purpose of ascertaining the total cost under **Schedule – A & Schedule B**, unit rate



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- only will be considered and the same only will be multiplied by the number of units to arrive at total.
- 1.7 As a welfare measure towards his workers who may be deployed under this contract the Tenderer must consider Rs.20/- per day per person for Transport Allowance and Rs.10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer can include Washing Allowance @ Rs.75 per month per person payable to his Workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.
- 1.8 The tenderer shall take notice that workmen engaged under this contract shall be provided with 2pairs of uniform per annum, 1 pair of shoes covering 2 years period, 2 pairs of socks covering 2 years period, 1 no of toilet soap per person per month by the contractor, as per BHEL norms & terms, which will be reimbursed by BHEL against proof of issue in line with BHEL instruction in this regard, which will be communicated in writing separately. Service charge @ 5% will be allowed towards the cost of above items. This shall be excluded in the unit rates.
- 1.9 In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers. The lowest price bid (L1) shall be arrived based on the total amount for all the activities under the “Schedule-A & Schedule B”.
- 1.10 In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future. No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period of 2 years.
- 1.11 The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed there under]. The rates shall further be deemed to include statutory levies arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The



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- Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.
- 1.12 The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender.
- 1.13 Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, incase his Tender is accepted.
- 1.14 Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour. Pre bid meeting deliberating aspects involved in Job contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL General Conditions of Contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
- 1.15 Details and quantities of each item of work shown in the schedule A & B attached hereto are only approximate. They are given as a guideline for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation through out the contract period of two years from the date of commencement of work, provided the total value of the contract does not vary by more than 20%. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Tender schedule A & B attached hereto. It shall not be based on number of persons deployed or on any other criteria.



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1.16 Please note that our normal working hours are from 08.06 A.M. to 05.06 P.M. from Monday to Friday & 08.06 A.M. to 01.00 P.M. on Saturdays. However, depending upon work load, the factory may operate in staggered shift also and the contractor will be required to deploy their labour accordingly if so directed.

1.17 **ESSENTIAL ELIGIBILITY CRITERIA FOR THE TENDER**

- A) The Tenderer should have experience of at least THREE (3) years in executing labour contracts, which is considered to be similar work, preferably in large organizations.
- B) The Tenderer should have successfully completed similar works during the last 7 (seven) years from submission of Tender as per the details hereunder (copy of the completion certificate to be enclosed)
  - a) Three similar completed works (each not less than 40% of the estimated value of this Tender) or
  - b) Two similar completed works (each not less than 50% of the estimated value of this Tender) or
  - c) One similar completed works (not less than 80% of the estimated value of this Tender)
- C) The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.
- D) The average annual turnover of the Tenderer for last three years from submission of Tender should be at least 30% of the estimated value of this Tender. You are requested to submit copy of IT returns for the last 3 year or statement of accounts certified by a qualified chartered accountant for the last 3 years along with the offer as evidence.
- E) The Tenderer should have PAN/TAN/TIN.



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- F) The Tenderer should have ESI, PF and Service Tax registration number allotted in its name. The letters issued by the concerned authorities should be enclosed with the Technical Bid of the Tender to evidence such registration.
- G) The Tenderer should submit EMD along with Technical Bid. Offer/s without EMD is liable for rejection.

The Tenderers should have categorically confirmed acceptance of all the Tender terms and condition including the payment terms. On non-compliance / conformity of the above, offer is liable for rejection. BHEL reserves right to go in for reverse auction.

**2. Terms and Conditions**

2.1 This Tender is for “***JOB-CONTRACT FOR MATERIAL MOVEMENT, CLEANING, SHIFTING& ARRANGEMENT OF PRODUCTION RELATED ITEMS /TEST FACILITIES AND OTHER RELATED ACTIVITIES IN CE-PRODUCTION DEPARTMENT OF BHEL-ESD***”, for a period of TWO YEARS from the date of awarding the Tender.

2.2 The Tenderer shall deposit Earnest Money Deposit (EMD) for the value as indicated in ‘NOTICE INVITING TENDER’ along with the Tender document. When the work is awarded to the lowest Tenderer the amount of EMD will be adjusted against the security deposit payable by the contractor. The EMD shall be in the form of demand draft from any nationalised bank or from a scheduled bank drawn in favour of “Bharat Heavy Electricals Ltd, Electronics Division, Bangalore”.

2.2.1 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 regarding such period then within 15 days after the award of contract.



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- iii) EMD given by all unsuccessful Tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful Tenderer.

2.2.2 EMD shall not carry any interest.

2.2.3 The contractor shall deposit an amount of **Rs 4,00,000.00 (Rupees Four Lakh) plus 5% of the contract value exceeding 50,00,000.00 (Rupees Fifty Lakh)** as security deposit with BHEL valid for 30 months from the date of commencement of contract in the form of cash(as permissible under Income Tax Act), pay order, Demand Draft, local cheque ( subject to realization) from a nationalized bank in the name of BHEL, securities available from Post offices such as national savings certificates, Kissan Vikas Patras etc., (Certificates shall be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL-EDN Bangalore and discharged on the back), 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% shall be remitted either by cash or in the form of security. The Bank Guarantee format shall have the approval of BHEL EDN. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined under the Companies Act 1956. The FDR should be in the name of the "Contractor A/c BHEL", duly discharged on the back. The contractor should deposit minimum 50% of the security deposit before start of the work and balance 50% may be recovered at the rate of 10% from the running bills. EMD of the successful Tenderer can be converted and adjusted against security deposit in case of payment of EMD is in the form of Cash, pay order or DD as mentioned above. However, in such cases the contractor shall make good of the deficit, so that 50% of the security deposit is ensured before commencement of the work.

2.3 The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor.



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- 2.4 The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfillment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.
- 2.5 The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the Factories Act at contractors cost. **In other words no overtime (OT) payment will be made by BHEL, as the payment is on “Unit Rate Basis”.**
- 2.6 **Terms of Payment:** The payment will be made on the basis of Quantum of work done, based on Unit rate and within 30 days from the date of submission of bills, duly certified by BHEL Engineer-In-charge. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor’s statutory liability and this contract.
- 2.7 If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of the contract will be cancelled.
- 2.8 The tenderer shall furnish a solvency certificate for an amount not less than 30% of the estimated value of the tender and certificate from bank should not be less than one year old.

### **3 Contractor’s Obligations:**

Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as



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directed by Engineer-In-charge. The Contractor shall be fully responsible for the work awarded to him.

- 3.1 Contractor shall depute a supervisor to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Engineer-In-charge.
- 3.2 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 3.3 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- 3.4 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 3.5 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 3.6 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL-ESD.
- 3.7 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 & his



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- employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 3.8 The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipments by them inside the factory. BHEL may provide hand gloves & consumables, material handling equipment etc. wherever required.
- 3.9 The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition.
- 3.10 Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.
- 3.11 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any; from the establishment of BHEL.
- 3.12 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable.
- 3.13 BHEL will provide consumables, material handling equipments etc. where ever applicable.



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**4 Contractor's statutory liability:**

- 4.1 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Employees' 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 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor.
- 4.2 Contractor shall comply with all statutory requirements, Rules, Regulations, and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 4.3 Contractor shall ensure payment of statutory prescribed minimum wages by paying BHEL EDN notified wages as applicable to his employees deployed in the work from time to time and maintain proper records of their timely disbursement. The notification of BHEL-EDN wages may be obtained by the contractor to be aware / conversant to the same. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum rates. For information the BHEL minimum wage rates during last 4 biannual revisions are shown in the table below to envisage the trend in fluctuations of wages. However, this trend may vary and the Contractor shall pay according to BHEL – EDN Wage Rate.

BHEL Rates Notified during last 4 biannual periods

Category	Wages per day			
	01/10/2010 to 31/03/2011	01/04/2011 to 30/09/2011	01/10/2011 to 31/03/2012	01/04/2012 to 30/09/2012
USW	Rs. 234.00	Rs. 247.00	Rs. 256.00	278.57
SSW	Rs. 247.54	Rs. 260.54	Rs. 269.54	292.54
SW	Rs. 262.23	Rs. 275.23	Rs. 284.23	308.69

Note: BHEL – EDN Notified wage rates are revised every six months

- 4.4 BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also



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- allowances under para 1.7 above) on reimbursement basis, for the employees of the contractor to defray their essential expenses.
- 4.5 Contractor shall provide the PF no. and temporary ESI cards to his within 15 days of issue of work order.
- 4.6 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPF.
- 4.7 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 4.8 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 4.9 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 4.10 Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- 4.11 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.12 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 4.13 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.



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- 4.14 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 4.15 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor shall also indicate ESI No., PF No., Service Tax No. in the techno-commercial bid.**
- 4.16 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
- 4.17 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 4.18 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL or factory Inspectorate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.
- 4.19 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.
- 4.20 Contractor shall obtain license under CL (R&A) Act, 1970.
- 4.21 All the Contractors will have to produce documentary evidence of being a Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC ) shall be enclosed with the techno-commercial bid.



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**GENERAL TERMS & CONDITONS**

- 5 Engineer-In-charge shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. 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 on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 5.1 The contractor shall maintain regular contact with the designated Engineer – In – Charge of BHEL and will interact on matters relating to the work awarded under this contract.
- 5.2 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 and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
- 5.3 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.



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- 5.4 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.
- 5.5 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for a period of TWO YEARS from the date of issue of Job contract. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

### 6. 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 provisions of the Arbitration and Conciliation Act, 1996 and the Rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of unit of BHEL-EDN. Job with the BHEL will not be a disqualification for appointment as arbitrator. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore. The award to be given by the arbitration shall be a speaking award.

### 7. Signature of the Parties

A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

For BHEL

For Contractor



## **GENERAL SAFETY PRECAUTIONS WHILE ON WORK**

### **Do:**

1. Use proper hand gloves, masks, goggles while handling chemicals such as Iso-propyle alcohol, thinner, flux , conformal coating ( lacquer ), solder paste.
2. Use heat resistant gloves while cleaning near wave solder machine, temperature cycling Machines ( dry chambers).
3. Use safety goggles while cleaning near wave solder bath.
4. Wash thoroughly with water, the affected part of the body in case of splashes of chemicals.
5. Open cautiously a container, be alert for sprays or splashes of acids/alkalies.
6. Treat all liquids as dangerous, until you know that they are safe.
7. Handle very carefully the bottles / containers which have no labels.
8. Always wash hands and other exposed skin areas after using chemicals, upon exiting the chemical use area, and before eating or drinking.
9. When cleaning, use nonflammable solvents.
10. Before handling any chemical check with MSDS for the safety precautions required.
11. Store chemicals in stable racks in clearly marked containers and in designated areas.
12. Always leave gangways between stacks, between stacks and walls.
13. Keep all combustible materials away from any kind of heat source.
14. Make sure that your route is clear of obstacles.
15. When going down a ramp, keep the load in front.
16. Keep gangways clear and unobstructed.
17. Keep your work area clean and dry.
18. Undergo periodical medical checkup for health monitoring.



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### **Don't:**

1. Do not eat, drink, chew gum, or store food, beverages, or medications in areas where chemicals are used or stored.
2. Do not smell or taste chemicals.
3. Do not keep materials / tools / components projecting into gangways / aisles.
4. Do not store / stack materials in front of electrical control panels/ switches and fire extinguishers.
5. Do not store inflammable near any electrical switch boards/ cubicles.
6. Do not throw cotton waste soaked with inflammable liquids/ solvents/ chemicals in drains or room corners.
7. Do not use solvents to clean hands after work.
8. Do not use thinner to clean floors.
9. Do not block exits, fire extinguishers.
10. Do not store projecting material near gangways.
11. Do not carry a load, which is too heavy for you. Get help if the load is too heavy.
12. Do not carry a load that obstructs the view ahead.
13. Do not pull a hand truck, but push it.

**Note:** The above list is only indicative and not exhaustive. Regarding various safety precautions to be taken, follow your Superior's instructions.