

	<p align="center">Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. Phone : 0431 – 2571662 E.mail : jgy@bheltry.co.in 2571573, 2571519 Website : www.bhel.com <u>Contracts, Claims & Clearance / Logistics</u></p>	<p align="center">AN ISO 9001 COMPANY</p>
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Notice Inviting Tender

ENQ.NO: LOG/CARPENTRY/2012

DUE ON: 07.08.2012

Dear Sir,

Sub: Two Part open Tender inviting Technical Bid & Price Bids to carry out the work of making of boxes for control panels and handling other carpentry related works at carpentry shop of logistics BHEL Trichy-14 for the period of one year.

Please submit your most competitive offer for the above subject scope of work, taking care of all the terms & conditions stipulated herein.

- | | |
|---|--|
| 1) SCOPE OF WORK | : Making of boxes for control panels and handling other carpentry related works at carpentry
As per enclosed Schedule in Annexure-1 |
| 2) DURATION OF CONTRACT | : One year from the date of Commencement of work. |
| 3) LAST DATE FOR RECEIPT OF TENDER | : 10.30 AM ON 07.08.2012 |
| 4) DATE OF TECHNICAL BID OPENING | : 10.35 AM ON 07.08.2012 |
| 5) DATE/TIME OF REVERSE AUCTION/PRICE BID OPENING | : The tenderers who are technically qualified will be Called for Reverse Auction/Price Bid Opening.
The date / Time of reverse auction/price bid Opening will be intimated to the Qualified Tenderers separately. |
| 6) EMD | : Rs. 40,000/- (Rupees one forty Thousand Only)
EMD shall be submitted by the tenderer in the following form of Demand Draft drawn in Favour of Bharat Heavy Electricals Limited/Trichy-14 (Payable at Trichy) |

TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION

7) SPECIAL INSTRUCTIONS

- (a) This Tender is subject to 1. Instruction to the tenderer, 2.Special Conditions, 3. Requirements, 4. Safety conditions, 5. Welfare conditions of labours, 6 security deposit, 7. General Terms & conditions. and 8. other conditions.
- (b) Tenderer should furnish all the Technical Details asked in the “TECHNICAL BID”. Offers submitted with Incomplete and incorrect technical details will be liable for rejection.
- (c) The above documents as given in 7 (a) & (b) shall be duly signed and sealed in all pages and placed in a common **Sealed cover** duly **superscripting the cover “TECHNICAL BID”** and submitted.

- (d) Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and shall be duly signed and sealed in all pages and placed in a separate **sealed cover** duly **superscripting the cover "PRICE BID"** and submitted.
- (e) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD" and submitted**
- (f) **Totally there will be 3 Separate sealed covers. One cover for Technical Bid, One cover for EMD and one cover for Price Bid.**
- (g) All the above 3 Covers shall be placed in a **Common Sealed Cover** and submitted before the said due date as given above **superscripting the tender No.& Date and Due Date.**
- (h) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (i) At the time of opening of Technical Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BELATED and incomplete offers will become liable for rejection.

8) IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) **Before submitting the quotation, the tenderers are advised to contact the undersigned and visit the Working Area (logistics department BHEL/Trichy-14) in order to ascertain the nature of work for getting thorough knowledge of the work involved.**
- (b) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account
- (c) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original **ARE LIABLE TO BE REJECTED**
- (d) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rate for each item of tender schedule should be quoted in rupees and paisa only. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in attached schedule. Wherever there is any difference in two, the rates in words will be taken as final.
- (g) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (h) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

- (j) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- (l) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be rescinded.
- (m) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. When the contract is awarded to successful tenderer, the tender conditions will be part and parcel of the contract.
- (n) Submission of tenders by electronic media like e-mail, internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may be arises in this regard.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For Bharat Heavy Electricals Ltd.

(J. Ganapathy)

Sr.Manager/CCC/Logistics

Stores Admin. Block, Near East Gate

High Pressure Boiler Plant

Trichy-620014

The Tender shall be respond to the above given address

“TECHNICAL BID”
TECHNICAL DATA SHEET - I

Sl. No.	<u>GENERAL DETAILS</u> DESCRIPTION	Documents Details	
		Enclosed	Not Enclosed
1.	EMD	DD No. _____ Date _____ Drawn from _____ _____ Bank For Rs. _____/Rupees _____ _____ only	
2.	Name of the firm		
3.	Owner of the firm		
2.	Status of the Company (Individual, Partnership, Proprietorship, Pvt Ltd, Ltd etc.) (Copy of the relevant documents should be enclosed such as certification of incorporation, partnership deed, demerger document as applicable etc.		
3.	Documents to prove financial soundness of the Firm (Latest Profit and Loss account and Audited Balance Sheet or Annual report for the last 3 years) or IT returns for the last three years		
4.	Income Tax PAN Number/ Enclose copy of PAN card.		
5.	Service Tax Number & Date		
6.	ESI Registration Document with Date		
7.	PF Registration Document with Date		
8.	Register of labour licence.		
9.	Contract copy along with successful completion certificate issued by customer for similar kind of work from Central/State Govt. company/PSU/Reputed Private company (The value of work executed should be of minimum Rs.12,09,040/- in a single contract)		
10.	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No.(Preferably Local Address)		
11.	Minimum manpower required to undertake the above works.	YES	NO
a.	ITI Qualified Carpentry	4 nos.	
b.	Licence holding driver to operate flow car and jumbo	2 nos.	
c.	Unskilled worker	4 nos.	

Note: Apart from furnishing the above details, copies of relevant documents/certificates certified by the Notary public should also be enclosed with this Technical Offer.

Place :
Date :

Signature of tenderer
with seal and full address

ANNEXURE -1
WORK/RATE SCHEDULE
PRICE BID

Sl. No`	Description of work	Ordered QTY ref-(1)	unit	Rate/unit	Value in Rs
<u>Carpentry work for making panel boxes and curved blocks</u>					
	Preparation of Control panel Boxes, Packing of control panel in boxes and loading them on to vehicles using BHEL cranes. Pack relevant control panel accessories in a separate box and loaded as instructed by area supervisor.				
1	Size of the Box L 1200mm x W 700mm x H 2400mm.	160	NO		
2	Size of the Box L 810mm x W 900mm x H 2400mm.	50	NO		
Making of Curved block from wood size 100x100mm OR 150x120mm					
3	Block of sizes L 450mm x H 300mm x R 165mm or L 400mm x H 300mm x R 145mm	2650	NO		
4	Block of sizes L 1100mm x H 300mm x R 110mm	2150	NO		
5	Block sizes L 670mm x H 300mm x R 205mm or R 230mm or R260mm or R 280mm	2200	NO		
6	Block sizes L 1300mm x H 300mm x R 460mm.	200	NO		
7	Block sizes L 2400mm x H 300mm x R1040mm.	200	NO		
B. <u>Handling supports and other carpentry related works</u>					
8	Marking and Radius cutting in scantlings and making Double side curved block for Modules packing.	6000	1. piece		
9	Preparation of Non standard size boxes for all shipping area requirements.	800	Sq.M		
10	Cutting of Reapers and Scantling to required Length (Max. 3 cutting)	2,00,000	l cut		
11	Wedges made by waste wooden scantling for providing supports while stacking.	7200	No		
12	Closing of Boxes with nailing after packing and preparation of wooden supports for components for packing or while loading in various shipping areas.	300	No		
13	Delivery of wood and packing materials from carpentry shop to other shipping areas by using BHEL Flow car (Fork lift)	1800	1.load		
14	After receipt and accepted Scantlings, Reapers, Boxes and packing materials shall be segregated and stacking at appropriate location as instructed by area In-charge.	100	1. lorry load		
C. <u>Machine and Tools maintenance works for carpentry shop</u>					
15	Band saw blade cutting, Filling, Brazing and Teeth alignment work.	360	No		
16	Circular saw blade wheel teeth Grinding and alignment work.	20	1.wheel		
GRAND TOTAL					

Place :
Date :

Signature of tenderer
with seal and full address

Important note:

- 1) **Lower bidder will be decided on the basis of the total (sum of {rates multiplied by the respected quantities) quoted for the above scope.**
- 2) **The contract will be awarded on the basis of overall L1 to a single contractor.**
- 3) **The quoted rate is exclusive of Service Tax and inclusive of any other taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time.. BHEL will not entertain any claim whatsoever in this regards.**
- 4) **Service tax will be paid extra by BHEL on production of documentary evidence.**

The Minimum requirement of manpower is listed below.

Sl. No	Manpower/Equipments	Number	Work details
(i)	ITI qualified carpenter	4 Nos.	For carpentry works
(ii)	License holding driver	2 Nos.	For Flow Car and Jumbo Driving
(iii)	Un skilled worker	4 Nos.	For assisting carpentry works

The contractor has to produce the details of skilled workman with education & experience documents. However the contractor should deploy additional manpower and equipments also, if required by user agencies.

The scope of work is given below.

- Making of boxes for control panels for different required sizes.
- Making of curved blocks of different radii for loading headers and drums.
- Making of double side curved blocks for HRSG Module packing.
- Preparation of non-standard boxes whenever required e.g. Export projects.
- Cutting of reapers & scantling in required length.
- Delivery of wood material to various shipping areas as against demand.
- Stacking of wood at appropriate locations after cleared by central lab.
- Bracing of broken band saw blade & tooth alignment.
- Circular saw blade wheel teeth grinding & alignment and other jobs as provided in the detailed schedule.

BHEL SCOPE:-

BHEL will provide all wood cutting machinery for making of boxes and curved blocks. A jumbo and flow car will be provided for movement of wood material to respective logistics areas.

Place :
Date :

**Signature of tenderer
with seal and full address**

General conditions.

- (A) The Contractor should report for work with his labours before 8.30 AM on day shift and 5.30 PM on night shift daily on all working Days of BHEL and whenever BHEL asks, the contractor should operate overtime to complete the given assignment. And for late reporting, payment will be deducted from the running bills depend on the time of reporting.
- (B) The contract workman should covers under PF & ESI and regulatory requirement. The relevant documents as proof of remittance of PF and ESI to the workmen of the contractor shall be submitted periodically during the tenure of the contract
- (C) At the time of working hours the contract workmen should wear PPE (shoes, helmet and gloves). No work men will not be allowing to work without shoes. And PPE should be provided by the contractor, if not provided by the contractor BHEL provides the PPE and the cost for the same will be deducted from the running bills.
- (D) Bills for every previous month should be submitted before 15th of the running month and the bill submitted after 15th will be proceeded at very next month.
- (E) The contractor shall give four paid national holidays to his workers VIZ 26th January, 14 April, 1st may, 15th august and 2nd October.
- (F) The contract shall comply with the provision relating to welfare and health facility as provided in the contract labour (Regulation and Abolition) act 1970 read with Tamil Nadu labour rules 1975.
- (G) Overtime for workmen in all shifts should not be more than 3 hours in a day. No workman is allowed to work more than 3 hours after completion of his shift.
- (H) The contractor shall ensure that his workmen vacate the premises after the shift is over.
- (I) No woman worker shall be allowed to work in the factory except between 6.00 pm to 07.00 am.
- (J) The contractor should supply number of technically qualified workman as required by user agencies.
- (K) At least one supervisor has to be engaged in working area. And the supervisor should be technically qualified and competent having adequate knowledge and other technical skills.

Place :
Date :

Signature of tenderer
with seal and full address

1. INSTRUCTION TO THE TENDERERS

1. The Rate quoted shall be FIRM throughout the currency of the Contract
2. Tender submitted should be in sealed cover, super scribed with tender number and addressed to Senior Manager/Logistics/CCC, BHEL Tiruchirappalli-620 014. Tenders will be received up to 10.30 Hrs as per the schedule of tender notice and will be opened in the presence of those who may be chosen to attend the tender opening.
3. Tender submitted by post should be sent “**Register Post with Acknowledgement Due**”. These should be posted with due allowance for any delay in postal delay. Tender receives after due date and times of opening tenders are liable to be rejected.
4. Rate per each activity of work should be quoted in rupees and paisa only. In case of any difference in rate quote in figures and words, the lower of the two rates will be taken as the tendered rate.
5. **The quoted rate should be exclusive of Service Tax** and inclusive of any other taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time.. BHEL will not entertain any claim whatsoever in this regards.
6. The successful tenderer will have to render all necessary co-operation to BHEL and other agencies working in the same area, to ensure the smooth functioning of logistics operation.
7. The contractor’s responsibility under this contract shall come from the date of receipt of the order of acceptance of the contract.
8. If after opening the tender the tenderer revoke his tender or increase his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instruction of AGM/LOGISTICS/CCC, the earnest money deposited by him, will be forfeited and acceptance of his tender withdrawn.
9. The earnest money deposit prescribed for this activity based work should be submitted along with the offer and the demand draft should be towards in favors of BHEL,Trichy-14
10. Canvassing in any form in connection with the tenders is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable to rejection.
11. Quantities shown in attached schedule for activity basis are only approximate and are liable for variation. The total value of the contract does not vary by more than +/- 20% (twenty percent).
12. In quoting their rates on activity basis, the tenderer are advised to taken into account for all factors including any fluctuation in the market rates etc. No claim will be entertain on this account after acceptance of the tender during the currency of contract.
13. The rate quoted in the tender shall remain valid for a period of three months from the date of opening the tenders by which time the award of contract will be decided, once the contract is awarded the rate quoted by the successful tender in his tender as accepted shall be valid and billing till the entire work is complete and final bill is paid.
14. The expenses for completing and stamping the agreement shall be borne by the contractor.
15. These “instruction to tenders” shall be deemed to form an integral part of the contract to be entered into with the successful tenderer.

Place :
Date :

Signature of tenderer
with seal and full address

2. SPECIAL CONDITIONS

01. Quantity shown in this tender is just for indication. The quantity may vary at the time of execution.
02. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case same will not be consider based on the tender committee recommendation and approval of the competent authority.
03. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
04. If necessary, Contract may finalised through Reverse auction/Price bid opening based on the tender committee recommendation and approval of the competent authority.
05. Based on Tender committee recommendation, negotiation or refloat the opened tender can be done if L1 price is not the lowest acceptable price to them inter-alia other reasons.
06. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
07. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. Any source(s) may be rejected with assigning proper reason.
08. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and accordingly suitable action including suspension / foreclosure / termination of the contract can be initiated if necessary.

3. REQUIREMENTS

A. Statutory requirements

(a) All statutory requirements under

- ★ The Contract labour act (regulation and abolition) 1970 and the related Tamil Nadu Rules.
- ★ The Minimum Wages Act,1948 and the related Tamil Nadu Rules,
- ★ The payment of wages Act 1936 and the related Tamil Nadu Rules,
- ★ The Factories Act 1948 and the related Tamil Nadu Rules,
- ★ The Workmen Compensation Act 1923,
- ★ Employees Provident Fund and Miscellaneous Provisions Act 1952,
- ★ Payment of Gratuity Act 1972,
- ★ Employee State Insurance Act 1948,
- ★ Payment of Bonus Act 1965, I
- ★ Income Tax Act, Service Tax Act and
- ★ All other applicable Acts shall be complied with by the Contractor.

- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) 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.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Place :
Date :

Signature of tenderer
with seal and full address

B. Registration of licence

1. Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him by giving the following information and getting a CODE number.
 - A. The name of the contractor
 - B. Nature of the contract work.
 - C. Number of maximum labour employed by him on any one day.
 - E. Licence. No.& Date (applicable in case of contractors employing 20 and more workers).
 - F. Whether enrolled for PF, ESI, etc., and enrolment no.

This information is called for the purpose of informing the inspector of factories whenever they call for information regarding contracts.

The contractor employing 20 or more workmen is required to obtain licence from the authorities (The Deputy Chief Inspector of Factories/ Assistant Commissioner of Labours as the case may be) the licence shall be amend or renewed whatever the increase in workmen employed by him or event in the contract being extended or renewed. The contract shall inform the licence number to the BHEL management before taking up the work.

C. Wages

1. The contractor has to pay minimum wages as fixed by state government and additional payment as insisted by BHEL. Circular **BHE:HR:W:MW** dt **16.08.2011**.
2. The current minimum wages as fixed by government of Tamilnadu for USW is Rs.178.30 per day, for SSW is RS185.30 per day and for skilled Worker is Rs.191.30 per day. BHEL insisted the additional payment payable to contract labourer for USW is Rs.2000/-PM, For SSW is Rs.2300/- PM and for skilled worker is Rs.2500/- PM.
3. Accordingly, the current minimum wages include BHEL insisted additional Payment for USW is Rs.258.30 per day, SSW is Rs.277.30 per day and for Skilled worker is Rs.291.30 per day.
4. The contractor shall pay wages to the workmen employed by him at the rate in which shall not be less than the minimum wage applicable under the law from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer-in charge each.
5. The contractor shall fix the wage period in respect of which wages shall be payable. No wage period shall exceed one month.
6. The contractor shall ensure payment of wages to the labours employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th of the following month.
7. All payments of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of wage period final payment shall be made within the 48 hours of the last working day.
8. Whenever the employment of worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of second working day from the day on which the employment is terminated.
9. Wages due to every labour shall be paid to him direct or to the person authorized by him in the behalf. All the wages shall be paid in the current coin or currency or both.

Place :
Date :

Signature of tenderer
with seal and full address

10. The contractor shall ensure the distribution of wages in the presence of such authorised representative of BHEL management. And authorized officer or representative of BHEL management shall be verify by the above payment with the following certificate on the payment sheet “certified that the amount shown on the column number has been paid to the workmen concerned in my presence on at.
11. A notice showing the wage period and place and time of distribution of wages shall be displayed in the place of work and a copy of the same to be send to the welfare by the contractor under acknowledgement.

D. REGISTERS AND RECORDS

- a) The contactor shall be maintain the following documents/ formats under contact labour (regulation and abolition) act 1970 and Tamil Nadu Rules.
- A. Register of person employed by the contactor.
 B. Employment card.
 C. Service certificate.
 D. Muster roll, wage register, deduction register, wage slip.
 E. Register of fine, register of advance.
- b) The contractor shall without fail give the up to date attendace information in writing for the employees employed by him.
- c) The contractor shall ensure that his labour keeps and produce their employment card when coming to duty and take them back when leaving duty
- d) All the above registers and record shall be preserved originals f or a period of three years. all the registers, record and notice maintained under the act and rules shall be produced on demand by inspector or any authority under the act.

4. SAFETY CONDITIONS

The Factories Act, 1948

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61-N and Rule 61- O : Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential. The contractor shall provide all safety devices and personal protective equipment to his labours at his own cost and shall ensure that his workmen wear/use such devices of equipment provided to them while doing the work and there should not be any relaxation on this.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Place :
Date :

**Signature of tenderer
 with seal and full address**

The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from general insurance corporation of India before actually starting the work of contract. The insured covered should be for the entire period of contract. The contract shall comply with the provisions of the workmen compensation act 1923. (this should be read in conjunction with the provisions of ESI Act).

Notwithstanding anything contrary to think in the event of accident the contractor shall require to fill injury report and submit it the Engineer- in charge immediately and ensure the complains of ESI/workmen Act, Factory Act and rules made by there under . he shall also maintain a register of accident as per the act.

5. WELFARE CONDITIONS OF LABOURS

1. The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
7. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety
8. Devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
9. The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

Place :
Date :

**Signature of tenderer
with seal and full address**

6. SECURITY DEPOSIT:-

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Up to Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) You may furnish the Security Deposit any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced

REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE

Place :
Date :

Signature of tenderer
with seal and full address

7. GENERAL

LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force

REGISTERS & RECORDS:- The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor

POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

SUBMISSION OF BILLS BY CONTRACTOR:- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/CCC/LOGISTICS, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the AGM/CCC/LOGISTICS.

RECOVERY FROM CONTRACTOR:- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
- OR
- b) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

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OR

- c) Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any
- a. Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors
- OR
- b. being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,
- OR
- c. Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- b) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/CCC/LOGISTICS which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/CCC/LOGISTICS or the same shall be recovered from the Contractor by other means.
- c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/CCC/LOGISTICS, whose decision shall be final and conclusive.

CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/CCC/LOGISTICS or his authorised representative
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder

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- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/CCC/LOGISTICS, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR. MANAGER / CCC/LOGISTICS or the same shall be recovered from the Contractor by other means.

In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/CCC/LOGISTICS, whose decision shall be final and conclusive.

TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/CCC/LOGISTICS shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

LABOUR:-

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

REGISTERS & RECORDS:- The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

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8. OTHER CONDITIONS.**01. PROGRESS OF WORK**

- (a) During the course of material handling, if the progress is found unsatisfactory or the materials are not loaded/unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like riggers, operators, and helpers employed are not sufficient, BHEL will induct required additional manpower to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from the Contractor's bills.
- (b) The Contractor shall submit daily, weekly and monthly progress reports, manpower reports, material reports and other reports considered necessary by BHEL.
- (c) The Contractor shall arrange for weekly progress review meetings with the Officials of BHEL at site during which actual progress during the week vis-à-vis scheduled program shall be discussed for action to be taken for achieving targets. The program for subsequent week shall also be presented by Contractor for discussion. The contractor shall constantly update/revise his work program to meet the overall requirements and suit the material availability.

02. HOUSE KEEPING:

- (a) The Contractor is expected to carry out daily house keeping of work areas/yard through a check list prepared in consultation with BHEL.
- (b) The Contractor shall adopt pollution prevention / reduce / control approach in all his site activities.
- (c) The Contractor shall arrange for segregation / collection of scraps and dispose off to the identified place meant for scrap collection.
- (d) All the materials shall be stored with proper support above the ground level by the use of steel or wooden sleepers or wooden logs. However care should be taken that the height of the stacking shall not exceed 4 feet. Materials shall not be stacked in low lying areas where it is likely to get flooded during rain.
- (e) For stacking the materials above the ground level, wooden / concrete sleepers, wooden logs, concrete blocks and tarpaulins etc., wherever deemed necessary shall be given by BHEL. Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL officials. The materials shall be stacked that it should facilitate easy handling during stacking. In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the Contractor.

03. ADDITIONAL RESPONSIBILITIES

- (a) Since the consignments are expected to arrive during any time of the day or night, contractor shall have his workmen round-the-clock at site as required to unload the materials. Contractor's quoted rate should include all such contingencies.
- (b) Consignments coming on Sundays and Holidays are also required to be handled by the Contractor.
- (c) Any loss which arises out of undue delay/ discrepancy shortage/damage or any other causes during handling or any time in the custody of the Contractor shall be recover by the contractor.
- (d) If the Contractor or his workmen or employees shall break, deface, injure and destroy any part of a building, road, kerbs, enclosures, water pipes, fence cables, drains, electric or telephone posts or wires, trees or any other property of BHEL, the contractor shall make good the same at his own expenses.

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- (e) The Contractor should provide medical treatment to his staff and labour in case of accident on duty. BHEL shall in no manner be liable to the contractor or any members of his staff for injury or death caused as a result of accidents either within or outside the yard/premises any other areas of work in course of work. The contractor shall be wholly responsible for and will make good all claims for compensation claimed by his labour and or staff under the Workmen's Compensation Act. He shall indemnify BHEL and discharge all sums that may be awarded in respect of claims for compensation arising out of or consequent to the provisions of Workmen's Compensation Act or any subsequent modification or amendments thereof.
- 04. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 05. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/CCC/LOGISTICS. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 06. OCTROI AND OTHER DUTIES:-** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
- 07. PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
- 08. ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 09. SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
- 10. COMPLIANCE TO REGULATIONS AND BY-LAWS: -** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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