

BHARAT HEAVY ELECTRICALS LTD.
CFFP HARDWAR

TENDER FORM

NAME OF CONTRACTOR :
TENDER NOTICE NO. : CFF/CSX/ CART/03/2010-
2011/2011-2012/13
APPROX. VALUE OF CONTRACT : RS.34.16 LACS/- (APPROX.)
PLACE OF SALE OF TENDER : OFFICE OF AGM. STORES)
CFFP/BHEL/HWR
LAST DATE OF SALE OF TENDER : 22/09/10 AT 12.00 NOON
LAST DATE FOR RECEIPT OF TENDER : 23/09/10 AT 1.45 PM
TIME & DATE FOR OPENING OF TENDER : 23/09/10 AT 2.00 PM
PLACE OF OPENING OF TENDER : TENDER ROOM (STORES
DEPT.) CFFP/BHEL/Hardwar
AMOUNT OF EARNEST MONEY TO : Rs. 100000/-
BE PAID ALONGWITH THE TENDER
IN CASH, PAY ORDER OR DEMAND
DRAFT IN FAVOUR OF Sr.A.O. (CASH)
CFFP / BHEL/ HARDWAR
PROPOSED PERIOD OF THE CONTRACT : Two Year

DESCRIPTION

SL. NO.	DESCRIPTION OF WORK	APPROX .QTY	RATES TO BE QUOTED BY THE CONTRACTOR
	See Annexure 'F' (Page 19/19)	See Annexure 'F' (Page 19/19)	

1. Name and Address of the contractor.
2. Status (whether Individual / Partnership Firm or Company). Photocopy copy of the Partnership deed.
3. Reference of any other Contract with BHEL.
4. Approx. No. of workmen proposed to be Employed for the work. (Information Required for the purpose of Contract Labour etc.)

(Signature of Tenderer)

IMPORTANT: Please see all documents carefully before making entries & submission of Tender.

To be submitted along with Prequalification - Technical Bid..

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete.)

Sl. No.	PARTICULARS	DETAILS
1.	NAME OF THE CONTRACTOR	
2.	ADDRESS OF CONTRACTOR	
3.	TELEGRAPHIC ADDRESS PHONE NO. FAX NO. E-MAIL ID	
4.	NAME/DESIGNATION & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE.	
5.	NAME & ADDRESSES OF DIRECTORS/ PARTNERS.	
6.	CONTRACTOR PROPOSAL NO AND DATE	
7.	EARNEST MONEY DEPOSITED DETAILS NO.....DATE.....	YES/NO BY CASH/BANK DRAFT
8.	VALIDITY OF OFFER/RATES QUOTED SHOULD BE VALID FOR ORDERING UPTO 180 DAYS FROM THE DATE OF OPENING OF TENDER , TO REMAIN FIRM DURING THE CONTRACT PERIOD IF AWARDED	VALID UP TO
9.	DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED.	
10.	COPY OF PAN CARD/PAN CARD NO. & copy of Income tax return of 2009-10 ENCLOSED.	YES/NO
11.	DETAILS OF EXPERIENCE ENCLOSED.	YES/NO
12.	AUTHORITY LETTER OF PERSON IF DOCUMENTS SIGNED BY AUTHORISED PERSON	YES/NO
13.	ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS.	YES/NO
14.	SUBMITTED PROOF OF IN THE NAME OF HIS FIRM PF,ESI REGISTRATION AND LABOUR LICENSE, SERVICE TAX REGISTRATION NO.(WHICH ARE MANDATORY)	YES/NO

NOTE: 1. Self attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid

2. All the reference & details should be filled in neatly in the above statement.

Tender No:

**Name & Signature of Contractor
With Date & Seal**

FROM.....
.....
.....

To,

Mgr. (Stores)
Main Stores
BHEL – CFFP
Ranipur – Hardwar

Sub: Tender No. CFF/CSX/ CART/03/2010-2011/2011-2012/13 for Clearance/Safe Transportation / Handling etc of all types of Engineering and General Goods Received through Transporters/Rails in CFFP- BHEL- Hardwar, & all other works as detailed description (Page 17/17)

Having examined and perused the following documents.

Annexure	`A'	:	Instruction & Guide Lines to Tenderers.
Annexure	`B'	:	Description of works & Terms Conditions of Contract.
Annexure	`C'	:	Special Terms & Conditions of Tender
Annexure	`D'	:	General Terms & Condition
Annexure	`E'	:	Contractor's Obligations
Annexure	`F'	:	Schedule of Bill of quantity for Tender

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs
) vide Bank Draft/Pay order etc No.....Dt.....
issued by.....in favor of A.O (Cash) CFFP/BHEL and payable at
Hardwar towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/CFFP Hardwar his sole decision shall be final and binding on us.

BHEL's decision in respect of acceptance/rejection of tender in part or full shall be binding on us BHEL's decision in respect of award of Contract in part or full shall be binding on us.

Yours faithfully

Name of the Contractor with
Signature and full Name

BHARAT HEAVY ELECTRICALS LTD
UNIT: CENTRAL FOUNDRY FORGE PLANT
RANIPUR – HARDWAR

INSTRUCTIONS AND GUIDE LINES TO TENDERERS

01. RECEIPT AND OPENING TENDER

- 1.1 Sealed tender will be received on behalf of AGM (Stores, MPIC & SC) in Stores Department CFFP from the bonafide Contractors with sufficient experience of doing such work as per Clause (4) i.e. Prequalification – Technical bid.
- 1.2 The Tender are to be submitted in two parts.
 - (A) Part –I (Pre qualification –Technical Bid)

Bid with documents fulfilling the pre qualification criteria as per Clause 4.0 of Annexure `A` i.e. Instruction & Guide lines to Tenderers of the tender documents (In Separate Sealed Envelope).
 - (B) Part – II(Commercial Bid/Price Bid)

Bid giving rates along with value as per Bill of quantity as per annexure `F` (In Separate Sealed Envelop)

The part –I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelops should be sealed and should be superscribed with T.No. & due date. Similarly envelope of part – I & II should be superscribed with T.No. & due date and pre qualification bid rate/bid etc. The prequalification bids will be opened first, discussed and technically acceptable tenders will be finalised.

The price bid will be opened only of these technically qualified Tenderers.

L-1 status will be decided taking rates of all categories together with bill of quantity i.e. total value as per annexure – F and order shall be placed on single contractor for all the categories.
- 1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.
- 1.4 The Contractors are expected to have the necessary tackles and equipment's and sound organisation set up at their Disposal of carrying out works as per above tender.

02. AGREEMENT

The successful Tenderer will have to execute an agreement with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted.

03. EARNEST MONEY AND SECURITY DEPOSIT

- 3.1 The Tenderer will have to deposit Rs. 100000/- Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited in cash or by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A.O.(Cash) of CFFP/BHEL, Haridwar, Payable at Haridwar. **Any other mode of Earnest Money payment will not be accepted.** In case of successful Tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work
- 3.2 EMD by the Tenderer will be forfeited if
- (i) After opening the tender, the Tenderer revokes his tender with in the validity period or increases his earlier quoted rates
- (ii) The Tenderer does not commence the work with in 15 days after award of contract
- 3.3 Amount of Security Money to be deposited for proper fulfillment of contract will be as follows:
- | | |
|-----------------------------------|--|
| Up to Rs. 10 Lac | - 10% |
| Above Rs. 10 Lac up to Rs. 50 Lac | - Rs. 1 Lac + 7.5% of the amount exceeding Rs. 10 Lac. |
| Above Rs. 50 Lac | - Rs. 4 Lac + 5% of the amount exceeding Rs. 50 Lac |
- The Security deposit should be submitted before start of the work by the contractor.
- 3.4 The successful Tenderer shall on the receipt of the acceptance of his tender, deposit with AGM(Finance)CFFP a Sum which will, with the amount of Earnest Money already deposited by him along with tender makes up to 50%(Fifty percent) of the full security deposit as specified above.
- 3.5 For remaining 50% of Security deposit, BHEL/CFFP shall be further entitled to deduct 10% of all money payable to the contracting until such deductions with the security money already deposited by him will make up the full security deposit.
- 3.6 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- 3.7 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of omissions/ commissions on the part of contractor.
- 3.8 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 release by the sale of Security or from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid, the contractor shall with in ten days after make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

04. PREQUALIFICATION – TECHNICAL CRITERIA

Only those contractors who fulfill the following conditions on the date of opening of tender will be eligible for consideration. A proof for fulfilling each of the eligibility criteria is to be submitted.

- 4.1 The contractor who submits required “Earnest Money” along with Tender Set
- 4.2 The Contractor should have experience for carrying out all types of Cartage works e.g. Loading, unloading, shifting, transportation, segregation, stacking etc of all types of materials e.g. Sand, empty/filled gas cylinders, refractory items, bags materials and all other types of materials. Such work can be inside or outside the plant where ever required and shall be from anywhere to any where basis (see page 17/17). This will be applicable for all types of vehicles and wagons.
- 4.3 Tenderer should submit sufficient proof of having executed above or similar type of work.
- 4.4 Tenderer should also submit performance report from the organization for the contract executed by them. Preference will be given to the Tenderers having experience of any BHEL UNIT Govt. Under Taking etc.
- 4.5 In Case of Partnership firm the Tenderer must furnish Partnership deed along with the tender documents. In case the Tender is being signed by others than the Partners the tender should be accompanied with power of attorney to this effect.
- 4.6 Last Income Tax clearance Certificate available must be furnished along with Tender.
- 4.7 The Contractor should submit proof of in the name of his firm PF,ESI registration and labour license, Service Tax Registration No.(which are mandatory)
- 4.8 The rate should be quoted inclusive of all rebates / discounts and no discount/ rebate should be offered separately, otherwise offer will be rejected.

05. RANK :

Rank of Contractor shall be decided based on the total value as per their offer as per Annexure `F`

DESCRIPTION OF WORKS & TERMS AND CONDITIONS OF CONTRACT

The under-noted terms and conditions together with Instructions and Guide-Lines to Tenderers” attached as Annexure “A, C” and “E” will form part of the contract entered into between the successful Tenderer and CFFP/BHEL, Hardwar for a period of Contract Agreement or extension, if allowed.

1. It is clarified that all job will be treated completed after they have been properly stacked, as advised by concerned Store Keeper/Stores Executive. Whenever any materials have to be shifted out side the plant, the contractor or his authorize representative will be given necessary Gate pass by concerned Store Keeper.
2. During the shifting or stacking the contractor should observe all the precautions as advised by concerned Store Executive/Store Keeper so that there is no damage or pilferage of the material. This care will particularly be observed while handling” Non-ferrous sections and items to be stored in controlled temperature (Air Conditioning) or other fragile materials” All Non-Ferrous consignments will be weighed individually before the SRV is raised. Material in Air Conditioning Stores to be shifted on the date of receipt preferably.
3. It is also clarified that all necessary help in the form of Steel, ladders etc. will be given by department free of cost subject to availability and according to necessity for doing vertical stacking as per the direction of the concerned Stores Executive. This Stacking will be done with in the permissible safe limits of structure/floor below.
4. For packages weighing more than 100 Kg to be loaded and unloaded in the plant, crane, lifting tackles including crane operator and rigging staff will be provided by the BHEL subject to availability free of charge. However, the Contractor will have to provide all other necessary tools and tackles for unloading the vehicles at his cost.
5. The contractor shall provide adequate labour force to ensure unloading of minimum 5 to 6 trucks/trailors with same day. In case they fail to do so a penalty of Rs.300/- per trucks per day shall be imposed.
6. Providing assistance at the time of receipt of LDO rake (Cleaning of Railway trake, cleaning of bushes, dip measurement, coupling of tanker, opening & closing of railway gate etc.
7. Removal of materials like - Fluorspar, Graphite Electrodes, Refractory, Ankerfit etc. (Cleaning the space, staking ,packing,& restacking of all the loose materials) from one area of Stores to another area of Stores/ CDFS or within the same area of stores including handing over of the material at the concerned place after /restacking/reputing of identification mark as required.
8. The Contractor shall be responsible for weighing the consignments at Hardwar Railway station/Parcel Godown/Transport Companies, if demanded so by the Railway/Transport staff. The Contractor shall be further responsible to collect the RRS/GRS/PWBS from the Railway/Goods shed /Parcel Godown/Transport Depots etc. with in 24 hours of booking the outward consignments failing which any wharfage/demurrage charges at the destination will be debited to him.
9. It is also clarified that while giving acknowledgement or receipt to the truck driver of transporter by the contractor the copy of the challan will also be got countersigned by the concerned Store Executive.

10. It will be the responsibility of the contractor to put identification marks (C-Note No./ material code/SRV No./Size etc.) on the consignments at every stage as per the instruction of concerned Store Keeper /Store Executive.
11. Material brought in damaged condition is to be handed over after proper segregation (Size – wise/quality – wise.)

The Contract shall pay wages to the workmen engaged by him at the rates which shall not less than the minimum wages applicable under law from time to time. BHEL will not make any reimbursement for additional burden due to change in wage structure.

12. SECURITY DEPOSIT AND ALL RELATED MATTERS

Security Deposit and matters related to it will be governed by all the sub-clauses in Clause 4 of “Instructions and Guide Lines to Tenderers ” attached as Annexure – A

13. RAISING OF BILLS FOR COMPLETED JOBS

The bills for payment may be presented to the CSX-Shipping for the job completed in the previous month by the Contractor along with all the copies of the completion slips/challans indicating the work done by him. No payment will be released to him unless the bill is accompanied by signed challans from authorized officials.

- I. Any damage/shortage in the consignment found at time of handing over to Store Keeper/ Stores Executive beyond what is stated in challan or gate pass or in Railway Receipt shortage certificate shall be attributed to the Contractor. In case Packages are received in open, damaged or leaking condition from the carriers/ Transporters, the same shall be checked, counted, weighed or measured in presence of the transporter/carriers and exact quantity shall be recorded on the GR. Such Packages shall however be accepted by the concerned store keeper and offered to QC on priority. The Contractor will not claim any extra charges for this work.
- II. Whenever the Contractor fails to perform any of the duties as per Contract, departmental Labour / staff or other contractor will be employed for which necessary amount spent plus overhead charges up to 100% will be recovered from the Contractor.
- III. The Contractor shall take adequate steps to prevent any loss or damage to any material Entrusted to him in the contract. He shall be solely responsible to pay to the Company for the damages due to negligence or on account of failure in exercising proper care in Clearing, handling, forwarding or transporting the goods covered in the Contract or any other failure or breach of the terms and conditions on the part of the contractor entered into this contract.
- IV. Recovery for shortage and losses, if any, in respect of imported and controlled Materials like Cement etc. Shall be made 50% above the controlled rates at which Material has been procured or can be replaced, whichever is higher and for other Materials rates for shortage shall be cost price plus 25%.
- V. If the Contractor fails or neglects to observe and perform any of the terms, Conditions of the agreement,- BHEL (herein after called the Co.) may without Prejudice to any other right, terminate this Contract by giving, “One Month’s” Notice in writing in which case the

Security Deposit of the Contract shall stand Forfeited to BHEL without prejudice to the Co.'s right to recover from the Contractor any amount by which the cost of completing the work by any other Agency shall exceed the value of the Security deposit.

- VI. CFFP/BHEL reserves the unconditional right to cancel/place the Contract simultaneously in full or in part with any other Contractor/ Contractors as it may think fit at any time during the period of contract in the interest of the BHEL without assigning any reason.
- VII. Any shortage or breakage of the materials in collection, transportation and handing over of consignment shall be the responsibility of the contractor. The cost of such Shortages or breakage shall be recovered from the contractor. Contractor shall arrange his own tarpaulins etc. for protection against any damages by weather Condition i.e. rain etc.
- VIII. Any penalty imposed as per any of the clauses of this contract will be deducted from the running bills of the Contractor or from his Security Deposit.
- IX. The figures given in the schedule of quantities are only estimated figures and no guarantee about actual volume of work can be given. The actual workload will also vary during the period of Contract as the frequency of arrivals of rail/road can not be uniform throughout the contract period. Hence the contractor shall be ready for all eventualities and shall make the necessary arrangement accordingly. No prior intimation or forecasting will be given to the contractor except the dispatch advice of Railway or Transporters receipt when received will be handed over to them which only will be considered part of information.
- X. Once the contract is signed, the contractor shall not sublet or transfer the full contract or any part thereof which will tantamount to termination of the contract.

14. LIASON:

- (i) The Contractor shall commence the work immediately after receipt of necessary Documents and written orders to start the work. An order to start the work shall be Deemed to have been served. On the contractor even in his absence if the order is put on the table to be given to him near the office of Mgr. CSX-Shipping. The authorized representative of the contractor in BHEL premises will sign in the register daily at 8.00AM the contractor shall keep a close liaison with the office of Mgr. CSX-Stores or the concerned Store Officers of Company to take instructions, guidance and orders for all routine works for which written orders will not be necessarily given.
- (ii) For carrying out the above works successfully, it will be obligatory on the part of the Contractor to post one suitable person to coordinate CSX-Shipping (Inward Clearance)
- (iii) The contractor shall obtain insurance cover, as per labours rules, for persons engaged in this contract, Copy to be submitted to BHEL. Copies of proof of payment of PF, ESI contribution etc. also be submitted.
- (iv) Last income tax clearance certificate is to be furnished along with the Tender documents. Mention permanent account number if allowed by income Tax department.

15. REPEAT ORDER AND AWARD OF THE WORK

BHEL reserve its right to repeat the Contract for further one year with mutual consent.

16. Any injury to the staff / labour of the Contractor caused due to work being done by the contractor will be the sole responsibility of the Contractor. Accordingly the Contractor is advised to take necessary insurance cover.

17. OTHER REQUIREMENT OF LAW :

- (i) There are various provisions regarding welfare and health of Contract Labour i.e. provision of Canteen, rest room, drinking water, latrine, and urinals, first aid facilities etc. which are to be ensured by the Contractor.
- (ii) The Contractor shall also ensure due compliance of all the laws and rules and regulations applicable to the work awarded under this contract, including implementation of all the Labour laws in so far as they are applicable to the above condition, The Contractor shall guarantee minimum wages as applicable in the case of workers employed by him. It is also agreed by the contractor that he shall keep BHEL indemnified against all prosecutions penalties or other losses in any manner caused on account of any violations of any laws by the Contractor.
- (iii) It may also be mentioned here that violation of these provisions will make the Contractor liable for punishment as per statutory provisions in the matter.

18. DEFINATION OF AREA:

The area for the purpose of this contract will include complete Central Plant Stores, CDFS, LFS sheds and Open Yard etc.

19. Contractor during the full term of the Contract will be governed by BHEL Rules and Regulations enforced from time to time

SPECIAL TERMS AND CONDITIONS OF CONTRACT

NAME OF WORK: Clearance and Transportation of Material from Transporters/
Railway.

1. COLLECTION OF DOCUMENTS

- (a) The authorized representative of successful Tenderer will receive RR/GRs and other documents including the necessary Credit Note for Railway Station (Credit notes for the material which has already been received at Railway Station) from the office of concerned CSX-Shipping every morning. For these documents, the authorized representative of the Contractor will acknowledge the receipt in the appropriate register of the Company.
- (b) The Contractor will arrange to collect all the consignments from the Railways and other Transporters and ensure the transportation of the material to their respective receipt areas in the plant. For this purpose, the Contractor will have to bring all the material within 24 Hrs of receipt of RR/GR if the material arrives at the Godown Railway/ Transport Companies. In case they fail to do so a penalty of Rs.1000/- per day shall be imposed.
- (c) Handing over of consignments to respective Stores Keeper will be done on Clearance Notes which will be prepared by the office of Mgr. CSX-Stores. It will be the responsibility of Contractor to hand over all the consignments to concerned receipt areas and a daily handing over report of consignments against various C-Notes is to be submitted to Mgr. CSX-Stores.
- (d) The Contractor will record on each and every challan the exact load of the consignments for calculations of charges. For cases of critical hold-up and short shelf life material RR, GRS will be specially stamped and the Contractor should ensure that these materials are brought from the Railway/ transport within 24 hours.
- (e) The second and third copies of the consignment note will be returned to the Contractor after the material is counted and stacked for inspection, DRS No. will be mentioned on the consignment note.
- (f) On receipt of RR/GR the contractor will approach respective transporter/ Railway and in case consignment has not arrived they will get non availability of consignment endorsed on GR/RR

2. COLLECTION OF CONSIGNMENT FOR OUTWARD DISPATCH.

- a) In this category the consignments/ materials will be as follows:
 - Rejected supplies to be sent back to suppliers.
 - Smalls on Inter Unit Transfers to our Sister Units.
 - Other miscellaneous items.

- b) For the above, Contractor will be given necessary forwarding note/challan and he will arrange to collect & transport the materials from various points of the plant to Railway Station/ Road Carriers. After handing over these materials to concerned agencies, he will get necessary RR/GRS and give them to Mgr. (Stores). The Contractor is expected to complete this category of job within three days.
- c) It is clarified that handing over of open consignments like ferrous section will be termed as "Completed" only after the materials have been properly stacked in countable position.
- d) It is also clarified that in case of open delivery it shall be responsibility of the Contractor to provide 3-4 labours for opening of consignments at the time of their assessments, collect shortage certificate from Railway, repack the material wherever required and arrange their transportation
- e) As per this Contract the successful Tenderer will have to pay the freight in cash to various unapproved transporters for which he will raise necessary bill. The Contractor will be paid in cash all the freight charges incurred by him with in a time limit of 10 days against the original bill of transporter, similarly any Octroi/Behati/Transit Fee paid by Contractor is reimbursable by BHEL(CFFP), Hardwar.
- f) For consignments booked against consignee's risk, if received short or in damaged condition, the delivery shall be taken in the presence of Mgr.(Stores) or his representative. The Contractor shall have to arrange his own vehicles for transportation of materials. Where mobile crane is required outside factory wall limits, the Contractor will put requisition for the same to BHEL well in advance. The crane will be made available to him at the discretion of Mgr. (Stores), keeping in view the departmental work. In such cases where BHEL's crane is used, crane charges as per approved rates for the total time including the time taken for haulage from Auto garage or any other place and back, will be charged from the Contractor. The Contractor will not claim the crane as matter of right and there is no obligation on the part of BHEL to provide him with this equipment.
- g) The Contractor shall submit on every Saturday a statement of All GRS/RRS pending with him in the following Performa to Mgr. CSX-Shipping (Inward Clearance.)

List of RRS/GRS etc. pending
As on.....

Sl. No	RR & GR No. & Date	Code Reference of Stores	Reason for non collection or non-handing over to Store Keeper.	Remarks by Stores Officer.

Signature.....
Of authorized representative of Contractor

3. The Contractor shall Employ Sufficient Laborers and Supervisors (For areas e.g. Ind. Receipt, Casting and Forging, Foreign Equipment, General Stores, Pipe Yard, Sub-Contracting Stores, Oil and Chemical stores, Grinding and sample cutting, collection of RPPS, VPPS and for collection of material from Railways/ Transporter) and get it vetted from the Stores Executive to see that the day to day work does not suffer.
4. The contractor will have to pay to the laborers engaged by him a minimum wage as per statutory requirement and should quote the rates accordingly. Any increase or decrease in Minimum wages as per statutory requirement will have to be borne by the contractor as & when new rates are obtained. For this Contractor may include in his rates the cushion for other statutory obligations which may be required under the provision of law in force from time to time BHEL will not be responsible for any claims etc. on this accounts.
5. In case of materials received by Rail inside plant in wagons / rakes, any demurrage incurred, due to delay in completion of unloading within specified time, shall have to be born by Contractors. BHEL will not be responsible for any quemes claims etc. on this account.

GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the priviti of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL has nothing to do or concerned with the employment of workmen working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer – employee relationship.
- 2) The Contractor shall maintain regular contact with the contract executing officer of BHEL and will interact on matters relating to the work awarded under this contract.
- 3) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract. The BHEL shall have the right for risk purchase clause.
- 4) The Contractor shall deposit and amount of Rs. _____ as security to BHEL in the form of cash (As per Income Tax) pay order/bank guarantee (subject to maximum 50%) DD issued by Bank acceptable to BHEL or FDR in the name of the Contractor A/C – BHEL duly discharged on the back. EMD deposited can be converted/adjusted in to security deposit. Security deposit can also be recovered @ 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and 50% from the running bills. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final Bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warrantee, if any. No interest shall be payable on the security deposit.
- 5) The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 6) 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.

- 7) The contract will commence on _____ date and will remain valid for a period of _____ year(s) till _____ date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 8) 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 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 CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Haridwar (U.K.) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Haridwar Courts.

CONTRACTOR'S OBLIGATIONS

A. CONTRACTUAL

- 1) Contractor shall ensure that adequate no. of workmen are deployed for execution of the Work awarded to him for ensuring uninterrupted working.
- 2) Contractor of his authorised supervisor shall be available at all time to supervise the work allotted to him.
- 3) Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF / ESI scheme. Such workmen should possess requisite skill & experience.
- 4) Contractor to maintain appropriate records under labour laws of his workmen.
- 5) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
- 6) In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
- 7) Under no circumstances the contractor will sub-contract the job without prior written permission of the contract executing officer.
- 8) Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen.
- 9) Contractor should ensure proper safety of all his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
- 10) The Contractor shall ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure all safety precautions for prevention of accident of his workmen.
- 11) In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
- 12) Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
- 13) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.

B. Towards statutory Liability

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

- 2) Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
- 3) Contractor shall ensure payment of statutory prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorize representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
- 4) Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- 5) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
- 6) Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 7) Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
- 8) Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 9) In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- 10) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
- 11) The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
- 12) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.
- 13) In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.
- 14) Contractor to obtain license under CL (R&A) Act, 1970.
- 15) Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.

C. Penalty Clause

- 1) Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to penalty of ½% (half percent) of the value of works in arrears (i.e. value of work as per contract) per week or part there of subject to maximum of 10% or at the discretion of Contracting Department Head/Executing officer.
- 2) In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to comply with any of the terms and conditions of the contract in spite of reasonable notice in writing or in case he neglects or refuses to execute the

contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL in accordance with the exigencies of the work. In case only a part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.

Signature
For and on behalf of firm/Contract

Signature
For and on behalf of BHEL Hardwar

Name of the firm/
Contractor

Name:
Designation:

ANNEXURE –‘F’**BILL OF QUANTITY FOR THE YEAR 2010-2011/2011-2012/-013**

Name of the Work: Clearance/Safe Transportation/Handling etc. of all types of Engineering and General Goods Received through transporters/ Railway in CFFP- BHEL, Hardwar.

DESCRIPTION

SL. NO	Description of Work {For Two Years}	QTY ‘ A ‘	Rate to be quoted by contractor ‘ B ‘	Value (RS) ‘ A x B ‘
01	<u>BY ROAD TRANSPORT</u> Unloading/ Loading as and when required of materials brought in their trucks, trailer, Container, buggy etc. in different receipt areas of CFFP ; item wise weighment. Assisting/ checking condition of packages, acknowledgement & measurement etc. All Items excepts 1(B) & 1 (C) (A) Unloading of Silica Sand (*Out of 66000 MT, approx 40000 MT is expected to be Silica Sand) (B) Unloading of Scrap, & Sponge/Pig Iron (C) (Approx. quantity 5000 MT: Rates are to be quoted and unloading to be done as and when received and required)	66000 MT		
02	Collection & Transportation of filled and empty Gas cylinder to and from HEEP to CFFP.(Any where in CFFP & HEEP)	2600 MT		
03	Despatch, Collection & Transportation of material to & from the Railway, Unapproved/ approved transporter’s godown as well as Post office.	1200 MT		
04	Removal of materials (like, Fluorspar, Graphite Electrodes, Refractory, Ankerfit etc. Cleaning the space, restacking)	2600 MT		
05	Collection of C-Notes/D.Delivery SRV’s and handing over of material along-with C-Notes to respective receipts, Opening of Boxes, stacking, putting identification mark as per instructions of the store keeper for SRV preparation and shifting the material to respective Custody after clearance by QC.	4500 Nos		
06	Providing assistance at the time of receipt of LDO rake(Cleaning of Railway trake, cleaning of bushes, dip measurement, coupling of tanker, opening & closing of railway gate	20 Rakes		
07	Loading/Unloading/Shifting/transportation/weightment/segregation/restacking etc. from one area of Stores to another area of stores or within the same area of stores including handing over of the material at the concerned place after reweighment/restacking/reputing of identification mark required. Minimum deployment required 10 persons	66000 MT		
TOTAL			Rs.	

IN WORDS: Rs.

NOTE : FOR COMPUTATION OF L –1 STATUS ONLY TOTAL VALUE SHALL BE THE CRITERIA

**Note: 01) Quantities may vary either side depending on prevailing Conditions.
02) Column “A” & “B” have to be filled by contractor.**