

SEALED TENDERS SHOULD BE DROPPED IN VENDOR COMPLEX

B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D
RAMACHANDRAPURAM: : HYDERABAD – 502032
: (M&S DEPARTMENT/ P&C)

Telephone No. 040 2318 3334/2739 FAX NO. 040 2302 0185 email id: devesh@bhelhyd.co.in

TENDER NOTICE NO. M&S/P&C/2010/26 Date: 13.12.2010

Tender in two parts (Techno Commercial & Price Bid) will be received by the undersigned in sealed cover from the contractors satisfying the prequalification requirements. Cover should be legibly appeared" tender notice number & tender date, name of the work and due date of tender opening. Also indicate techno commercial bid or price bid on top of cover. Tenders will be opened after 13.30 hrs on the due date in the presence of tenderer's or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

1. Name of work : Works contract for DAK operation in M&S 02 Annexe, GM (M&S) Office & at Electronics Maintenance located at 06 Annexe -1208 manday operations for one year (upto 31.03.2012)
2. Earnest Money Deposit : Rs. 10,000 /-
3. Time of Completion : 12 Months
4. Estimated Cost: : Rs 473,029/-
5. Maintenance period : Nil Months
6. Last date for Sale of tender document/ download : 03.01.2011
7. Last date of receipt of tenders : 04.01.2011 upto 11.00 Hrs.
8. Date and time of opening of tenders : 04.01.2011 at 13.30 Hrs
9. Cost of tender documents : Rs. 250/-

Name & Address:

(DEVESHRAJ)
Sr.DGM/ M&S (Telecom,P&C)

TENDERERS ARE REQUESTED TO SIGN AND PUT SEAL ON ALL PAGES OF TENDER DOCUMENT AND SUBMIT

PRE QUALIFICATION

I. The following conditions are to be satisfied by the tenderers, with **documentary proof to be enclosed** with technical bid. In case the agency fails to do so it is liable for rejection.

1. Registered / Reputed contractors are eligible, to tender for this work
2. Experience having successfully completed

Experience of having undertaken labour oriented work in any of the field "Dak Operations/ Material Handling/ cleaning/ loading/ shifting/ horticulture/ furniture" during last 7 years (before 12/2010 month)

completed work or works; for the following amounts

- a) Three works - costing not less than the amount equal to 40 % each of the estimated cost

Or

- b) Two works - costing not less than the amount equal to 50 % each of the estimated cost

Or

- c) One work - - costing not less than the amount equal to 80% of the estimated cost

3. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year 2010, should be at least 30% of the estimated cost.

4. ESI code no. with proof of allotment.

5. P.F.Code no. with proof of allotment.

6. PAN number with proof of allotment.

7. Central Labour Licence if engaged 20 persons or above.

8. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.

9. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).

10. BHEL shall have the right to reject any tender based on past unsatisfactory performance.

11. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

I2.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, TPT, Telecom & PD), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

(2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any

amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.

III. NOTES:-

1. ***Period of contract shall be 12 months (deployment of labour at different times depending on the requirement or on completion of present contract) .***
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. / tender notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to Sr.DGM / **M&S(P&C), 02 Annexe Ground Floor,,** BHEL, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.
5. The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any mis – under standing.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid with out Tender cost as stipulated is liable for rejection.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the Sr. DGM / M&S (P&C, TPT, Telecom & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
10. A) penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
11. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost is to be enclosed in technical bid cover.
12. Separate Covers (i.e.)

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
13. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value per annum. Thus arriving to total value of the tender along with applicable taxes and duties.

14. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
15. The rates quoted by the contractor shall indicate clearly unit rate, amount, and taxes separately as applicable from time to time.
16. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
17. **all payments will be directly credited to tender/ contractor bank account, for such transfers tender should furnish eft mandatory form as per the instructions/ directives of Reserve bank of India.**



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2010/26 Date: 13.12.2010

1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **04.01.2011** for the work of "DAK operation in M&S 02 Annexe, GM (M&S) Office & at Electronics Maintenance located at 06 Annexe " Ramachandrapuram, Hyderabad-502 032.A.P. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 14.00 hours in vendor complex , adj to reception gate at F1-gate. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will attest over writings or corrections, if any on opening such tender, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto **03.01.2011**

2. Tenders must be submitted in sealed covers and should be addressed to the SR.DGM/M&S(P&C), 02 annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs. 10,000/-** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque / Demand Draft.
- c) One time deposit available in BHEL, R.C.PURAM – should be with in validity date.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of Sr.DGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the SDGM/M&S of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “Annexure-1”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
5. Tenders not submitted in proper form or in due time will be rejected.
6. The offer shall be valid for a period of **90 days** from the date of opening of the tender.
- 7a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%

- 7b. Security Deposit may be furnished in 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 such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or

- in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- 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 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 the balance 50% will be recovered from the running bills.
 - viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 7c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released along with the final bill after completion of the work.

TENDERER'S AND CONTRACTOR'S CERTIFICATE

In case employed regularly without gap by the contractor:

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and it's addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule " O&M of BOILER HOSE " and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any .
3. The daily wage rate of labour applicable as on date from 01. 04.2010 is as follows as per Manager (HR-IRX) Ref. No. HR/IR/CL/DA/2010 Date : 26.05.2010

Unskilled worker - Rs. 190.27 / Per day

Semi Skilled Worker - Rs. 208.38 /Per day

Skilled Worker - Rs. 228.80 /Per day

4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f . 01.2011 (commencement date) . In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus under the payment Act 1965 minimum : 20%.
5. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor, does not qualify for any other benefits..
6. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12%

PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.

7. Any increase in rate of DA/Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders. Contract Executing Officers are requested to include requisite clause in the tender documents to enable Contractor to quote accordingly. It shall be categorically stated in the tender document that 'any increase in DA/WAGES shall be absorbed by the contractor himself and BHEL will not reimburse the increase in DA/Wages
8. Wages & allowance payments to labor should be directly credited to workers bank accounts by the contractor.

ANNEXURE-II

**BHARAT HEAVY ELECTRICAS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502 032**

M&S DEPARTMENT / PLANNING & CO-ORDINATION

TECHNO- COMMERCIAL BID (PART-I)

Tender Notice No : **M&S/P&C/2010/26 Date: 13.12.2010**
 NAME OF THE WORK: DAK distribution and day today work in M&S(P&C)- 02
 Annexe & GM/M&S office

This is an indivisible works contract and the contractor shall **fill remarks** column against all items

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Quotations should be TYPED on tender schedules only.** Any deviations / deletions etc. Should be brought out separately in your letter pad and enclosed to our tender documents.

To be filled up by the Bidder

Part-A

TECHNICAL CUM COMMERCIAL BID

Name of the Contractor :
 Full Address:
 Contact person:
 Phone / Fax:
 Email id:
 Mobile no:

Name of work :

	Description	Contractor's Acceptance/ Remarks.
1	Experience outlined as per prequalification: {labour oriented work in any of the field - Dak distribution / Material Handling/ cleaning/ loading/ shifting/ horticulture/ furniture }	Description

	<p>(Details should be furnished) name of the work undertaken: value of work: worked in which company/ organization: year of work completion: work experience certificate obtained from whom: (enclose a separate sheet if necessary)</p> <p>3 work of each Rs189,212/-</p> <p>3 work of each Rs2236515</p> <p>1 work -3784232</p>	
2.	PF CODE NO:	
3	ESI CODE NO:	
4	LABOUR LICENCE NO Central labour licence– if available if engaged more than 20 persons:	
5	Acceptance for engaging labour continuously for 12 months upto 31.03.2012 for the given man power (depending on completion of present contract)	
6	Validity: Minimum 90 days from technical bid opening date.	
7	Tender cost Rs 250/- Cash receipt / bankers cheque/ DD details	
8	EMD payment- Rs10,000/- either in BHEL Cash receipt, DD/ BC Mention CR No if one time deposit with BHEL and validity	
8	Security Deposit clause: acceptance (Details see under terms and conditions clause 8/9 (Annex)	
9	PAN No:	
10	Service Tax Regn No if applicable	
11	<p>PRICE: price quoted should be firm during contract period.</p> <p>The Tenderers should quote rates against each item.</p> <p>Contractor should take care while quoting unit rates: contractor labour rate comprising of daily unit rate consisting of daily wage rate, bonus@20%, leave wage, leaves, PF&ESI contributions , uniform, allowance Rs38.65 per day, DA future increase.</p> <p>SERVICE TAX : . The tenderer should bring out service tax is applicable or not applicable in the opposite box.</p> <p>If service tax is applicable - credits availed by BHEL</p>	

12	PAYMENT TERMS: Progressive payments at frequent intervals for the labour engaged on attendance basis/ work completed in all respects on request of the contractor. Bill should contain operations completed wrt attendance, supported with attendance sheets, wages paid, HR Clearance certificate. Release of payment may take about 30/45 days from all clearances.	
13	PENALTY: 0.5% of the contract value per week or part thereof upto a maximum of 10% of the balance contract value shall be levied if the contract not operating continuously.	
14.	General conditions and acceptance for undertaking work in totality as per price bid	
15	Contract labour should honor BHEL officers instructions. Details are furnished in Price bid Annexure-I	
	TIN/VAT NO(for job no purpose)	
16	Acceptance of payments through eft mode	
17	Annual turnover during last 2 years Rs 142,000/- per annum or can be averaged 09-10 08-09 07-08 Turnover certificate duly signed by chartered accountant should be submitted.	Rs Rs Rs

ANNEXURE- A

I. General Instructions/ Obligations of the Contractors :

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender "for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
3. Tenderers shall persue carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate in the tender form. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
4. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
5. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.

6. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
7. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
8. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
9. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
10. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
11. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
12. BHEL reserves the right to terminate the contract at any stage without assigning any reason.
13. tender should be submitted in sealed cover addressed to the Dy.Manager/ M&S(P&C) and duly super scribed with the tender number, tender date, name of the work and due date of tender opening on the envelope. The tenders will be opened on tender due date at 14.30 Hrs in presence of those tenders who choose to be present at finance department, BHEL, Ramachandrapuram, Hyderabad.
14. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
15. On receipt of the job work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7th during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7th of every month are to submit a wage register for the previous month duly signed by the contract executing officer by showing workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each worker, Contract executing officer signature. By 15th of every month contributions made through bank challan, if delayed the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days. If not fulfill by contractor permission will not be renewed
16. Contractor is wholly responsible for injuries/ death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss/ damage to the person arising out of accident for performing the contractual obligations.
17. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
18. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Ramachandrapuram, and Hyderabad.
19. The contract agreement shall be entered with BHEL, Ramachandrapuram, Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.
20. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any Peron engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.
21. Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/ M&S of BHEL, Ramachandrapuram, Hyderabad-502 032 or his authorized representative whose decision shall be final and binding on both the parties.
22. In case of any suit or other legal proceeding arising out of and relating to the contract to be entered into the courts at Hyderabad/ Secunderabad and Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.

23. The contractor should abide by the company's CISF Security/ safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
24. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
25. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
26. In the agreement no mention shall be made regarding the number or the sex of the laborers to be employed by the contractor. The agreement shall not contain provision to hire labour like number of men, category of men, and number of maydays from the contractor for any type of work. All types of job work agreements shall be based on clearly quantified volume of work only.
27. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account rather than availability of labour.
28. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
29. The labour employed by the contractor, if found in abetting any of fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of state and Central Governments.
30. **Safety: The Contractor shall provide the required safety protective personnel equipment like uniform to the contract labourers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.**

Agreement Conditions - as per 'Model Contract Agreement' not given in this schedule.

TERMS AND CONDITIONS (with Schedule of work)

- 1) Man power engaged in present contracts expired in different dates. Man power should be engaged after expiry of each contract.
- 2) Sufficient Man power (4 USW category) should be engaged during contract period at 4 locations .
- 3) shift timings; factory 06.45 to 15.15 Admn. Building: 08.00 am to 14.30 Pm
- 4) Labour licence can be obtained from Asst labour commissioner (central) located at ATI campus, Vidyanagar on submitting application to Manager/ Factory in FORM-VI (B)
- 5) Guarantee period- Nil, since the work is only for day to day attending of various activities mentioned in the work/ price schedule.
- 6) Contractor should obtain HR clearance for getting the bill payments. (HR clearance means can be obtained after showing payments made to the contract labour as per minimum wages act plus employer contributions of PF & ESI with attendance / payments made)
- 7) Contractor should pay minimum wages to the contract labour engaged during contract period as per the minimum wages R&A-1970 act - please refer Govt / HR circulars for amendments time to time)
- 8) Payment will be arranged on prorata basis only for the workers reported at respective places. Bill should be submitted with clearance certificate to M&S(P&C) 02 Annexe, attendance register should be maintained by the contractor.
- 9) Contractor should commence the work immediately once obtained labour permission from HR & CISF. Any delay in deputing attendants will attract penalty @ ½% per week on the balance contract value to a maximum extent of 10%
- 10) **SAFETY:** Contractor shall provide personnel protective equipment to the labour engaged and should see that they will wear at the office - UNIFORM in Blue colour and one pair of safety shoe. Safety Classes conducted by safety department to be attended before commencement of work.

- 11) The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
- 12) In case of occurrence of any accident/ injury of contractor's staff on duty during working hours, BHEL will not pay any compensation; contractor has to take care of health of workers under statutory obligation.
- 13) Above mentioned work shall be executed in accordance with the general agreement conditions applicable to job works as per OMI-195. A copy of the same can be had in soft or hard copy from the undersigned.

ANNEXURE-A

DETAILS OF WORKS TO BE CARRIED OUT BY THE CONTRACTOR for

“Carrying out DAK Operation/ Miscellaneous works in (1) M&S (P&C) / M&S Stores AGM/ M&S, AGM/ Electronics 06 Annexe and at GM/M&S, Pulverizer office at admn bldg.

Activities to be carried out in detail:

DAK Distribution and collection with in the factory also from HRD/ Township. Serving snacks during meetings, any other work which is not assigned.

Drawl of stationary items,

Purchase files / Contract files movements between different departments, shifting of spares/ consumable from holding store to M&S Stores.

different areas etc

upkeeping of drawing office

Electronics:

Carrying non-availability, certificates for local cash purchase and getting them regularized after receipt of material. -- On an average makes at least 1 visit per day

Drawing materials from various stores from time to time. Getting spares and components from M&S stores,

33 stores etc., On an average makes about 8 visits a day

Proper upkeep of lab, technical documents

and machine O&M manuals.- Daily activity.

Shifting the materials from various stores to machines and from machines to lab or OEMs.

Makes about 6 visits per day.

Material handling to and from OEMs Place in city.

On an average 100 visits to OEM's in contract period.

50 papers distribution : beyond 100 meters to 500 meters distance

30 cups preparation and distribution of tea

Any other work not assigned above

ANNEXURE-B

MEASUREMENT OF WORK AND PAYMENT THEREOF

1. The Contractor wherein he or his authorized representative will submit bill with attendance details, based on quantities completed by the contractor entries will be made in the measurement book
2. The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.

3. Short comings, if any, in the work executed will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him (other than watering) within three days to the satisfaction of the designated employee.
4. Payment towards work satisfactorily executed will be made to the Contractor at the following rates :-

Measurement of work will be as per Annexure-I (work schedule/ price schedule for the work of :
 Carrying out DAK Operation/ Miscellaneous works in (1) GM/M&S office, (2) M&S (P&C) 02
 annexe / M&S Stores ; AGM/ M&S Office & AGM/ Eletronics maintenance - TOTAL No
 of Operations: 1208

Unit: Operation

UNIT RATE: Rs.

TOTAL AMOUNT Rs

FULL DETAILS WILL BE AS PER ANNEXURE-I (PRICE SCHEDULE)

- i) Payments will be made to the contractor on prorata basis at FREQUENT intervals after satisfactory completion of work on the basis of deployment of labour by him.
 - ii) All payments will be subject to deduction of income tax at source as per Income Tax Rules.
5. Any future wage raise on account of DA Increase/ Wage revision by AP Government may be met by the contractor himself. BHEL will not reimburse the differential in rate of DA or Wages

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B. STATUTORY

TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948. The Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

SCHEDULE OF WORK FOR “ Works contract for Engaging 4 USW for DAK operations in 4 locations upto 31.03.2012

SL No	DESCRIPTION OF WORK	UNIT	Quantity	Unit rate In Rs	Amount Rupees
1.	Deployment of USW Labour for carrying out DAK Operations in day today basis to work in AGM/ M&S office – 1 person AGM/ M&S(E&I, GS) – 1 person M&S(P&C) / M&S Stores - 1 person And GM/ M&S Office – 1 person (subject to change of work place)	Opera tion	1208		

AMOUNT Rs.

Rs.

/-

(Rupees
Only)

Taxes if any :