(Filled tenders should be dropped in tender box located at New vendor complex, adjacent to BHEL reception)

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 502 032
(MAINTENANCE & SERVICES, P&C DEPARTMENT)

PHONE: 040-23182234 FAX: 040-23186063 Email: bkumar@bhelhyd.co.in

NOTICE INVITING TENDER

Tender Notice No : M&S/P&C/2012/007 **DATE: 17th February 2012**

Sealed tenders in two parts (Techno commercial & Price bid) will be received by the undersigned from the contractors satisfying the prequalification requirements indicated below and will be opened after 13.30 hrs on the due date itself in the presence of tenderer's or their authorized representatives in New vendor complex BHEL, Ramachandrapuram, Hyderabad

Name of work: **Loading and unloading of fuels, lube oils, sludges at Diesel Power House (DPH) for the year 2012-13 (one year period)**

Name of the work	Approx. Value of Work	Earnest Money Deposit	Time of Completion	Cost of Tender Document	Sale / download of Tenders		Last date for receipt and opening of tenders
					From	To	
1	2	3	4	5	6	7	8
Loading and unloading of fuels, lube oils, sludges at Diesel Power House (DPH) for the year 2012-13 (one year period)	Rs 3.27 Lakhs + Taxes	Rs 10,000/-	12 Months	Rs 250/- through Web	18.02.2012	27.02.2012	28.02.2012 Time: 11:00 AM & 28.02.2012 Time: 01:30 PM

Name & Address of Tender submitting party:

Mobile No: ----------

Email ID: ----------

(BIRENDRA KUMAR)
MANAGER / M&S, P&C

Signature of Tenderer

(All pages should be signed and stamped by the bidder at bottom Left of every page before dropping in tender box.)

TECHNICAL CUM COMMERCIAL BID (PART-A)

(TO BE FILLED IN BY THE TENDERER)

1.	Name of the Contractor / Firm	:	
2.	Address & Phone No	:	
3.	E-mail ID or FAX No	:	
4.	Name of work	:	Loading and unloading of fuels, lube oils, sludges at Diesel Power House (DPH) for the year 2012-13 (one year period)
5.	Tender Notice No & Date, Item No	:	M&S/P&C/2012/007 Dated: 17th February 2012
6.	Details of DD / Cash paid (To be enclosed along with this bid)	:	Enclosed : Yes / No
	a. DD or Cash receipt No. & amount for **EMD**	:	
	b. DD or Cash receipt No. & amount for **cost of tender documents**	:	
7.	**PAN No.** with proof (or proof of having applied with acknowledgement)	:	
8.	**VAT / TIN No.** (or proof of having applied with acknowledgement)	:	
9.	**Service Tax No.** (or applied proof or to be submitted before release of payment)	:	
10.	**PF code No.** with proof of allotment		
11.	**ESI code No.** with proof of allotment		
12.	**Central Labour Licence No:** *(required if more than 20 persons are engaged)*		
13.	Particulars of **experience / credentials** *Whether all details as per pre-qualification requirements enclosed.*	:	
14.	**Financial turnover** during the last three years Accounting year 2008 – 09 Accounting year 2009 – 10 Accounting year 2010 – 11	:	

Signature of Tenderer

15.	National Electronic Fund Transfer **NEFT form** (available at last page) duly filled up & submitted *(for new contractors)*	**:**	Submitted : Yes / No
16.	**Validity:** Minimum 90 days from technical bid opening date.		
17.	**Security Deposit clause**: acceptance (Please see under terms and conditions clause 9 of page 8/9		
18.	**Price quoted** should be firm during contract period		
19.	**PENALTY:** 0.5% of the balance contract value per week or part there of upto a maximum of 10% of the contract value shall be levied in case of delay		
20.	General conditions and acceptance for undertaking work in totality as per price bid		

N O T E:-

1. The above documents should be given along with the tender as otherwise, contractor's bills cannot be processed and payments may be held up.

2. Techno commercial bids will be opened on the same day of receipt. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, a chance will be given to submit missed documents, otherwise the bid is liable to be rejected and their price bid will not be opened.

3. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.

4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same.

5. Copies of the statutory codes, turnover, experience should be submitted along with offer

6. All the columns shall be filled with proper information. **No column should be left Blank.**

7. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.

8. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

9. **Lowest offer will be decided on total minimum cost to BHEL**.

Signature of Tenderer

[PRE - QUALIFICATION CRITERIA]

[I] The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.

1. Registered / Reputed contractors are eligible, to tender for all the works.

2. Experience having successfully completed similar works during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following

a. **Three similar completed works** costing not less than the amount equal to **40% of the estimated cost.**

OR

b. **Two similar completed works** costing not less than the amount equal to **50% of the estimated cost.**

OR

c. **One similar completed work** costing not less than the amount equal to **80% of the estimated cost.**

Similar work means: **material handling** / **cleaning** / **loading** / **shifting** / **dak distribution** / **manpower supply** / **fabrication work etc.**

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

4. PF Code no. With proof of allotment if registered.

5. ESI code no. with proof of allotment.

6. VAT / TIN No. with proof of allotment or applied proof to be submitted.

7. PAN number with proof of allotment.

8. Service Tax No. or applied proof / to be submitted before release of payment

9. Central Labour License if 20 or more persons are engaged.

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

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

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

13. 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. Otherwise the payment to the contractor will be reduced to that extent.

Signature of Tenderer

[II] INSTRUCTIONS

(1) Tenders must be submitted in sealed covers addressed to **Manager / M&S (P&C), 02 Annexe Ground Floor, BHEL, Ramachandrapuram, Hyderabad 502 032**. Tenderer shall write Tender Notice No, name of work & 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) All corrigenda, addenda, amendments, time extensions clarifications, etc of the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit the website to keep themselves updated.

(3) 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 contractor's bills / deposits.

[III] NOTES:

1. Period of contract shall be as mentioned above.

2. Tenderers are to follow **two – part bid method** (techno commercial bid and price bid).

3. Tender documents can download from BHEL web-site http://www.bhel.com/tender.php . Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order or Cash receipt obtained from BHEL Cash Office and separately enclosed to the technical bid.

4. The requisitions for tender documents shall be addressed to **Manager / 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 of work in its true perspective to avoid any misunderstanding.

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 without EMD / Tender cost as stipulated are liable for rejection.

8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.

9. BHEL reserves the right to split the work into convenient parts and award them to different contractors.

10. 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 Manager / M&S (P&C). If a copy of the same is required for record, the same will be issued separately at Rs. 200/- per set.

Signature of Tenderer

11. 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 balance value of work.

12. 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 / EMD are to be enclosed in technical bid cover.

13. 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.

14. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value, thus arriving to total value of the tender along with applicable taxes and duties. Tenderer should quote unit rate for all the items. In case unit rate is not quoted for any / all items, it will be treated as an incomplete offer and tender will be rejected.

15. Tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

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 tenderer / contractor bank account, for such transfers tenderer should furnish EFT Mandatory form as per the instructions / directives of Reserve bank of India.**

Signature of Tenderer

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDHRAPURAM: : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2012/007 **Date: 17.02.2012**

1. Sealed Tenders should be dropped in new vendor complex tender box in Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 up to **11.00** hours on **28.02.2012** for the work of **"Loading and unloading of fuels, lube oils, sludges at Diesel Power House (DPH) for the year 2012-13 (one year period)**" at BHEL Ramachandrapuram, Hyderabad-32, A.P. Tenders (Technical bid) will be opened on the same day after 13.30 hours in new vendor complex. 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, therein on opening such tender, 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 downloading from www.bhel.com / tender notification during tender period. Or can be obtained on any working day from 09.00 to 14.00 hours upto **27.02.2012** on payment of the prescribed sum of **Rs 500.00** per set as non-refundable.

2. Tenders must be submitted in sealed covers and should be addressed to the Manager / M&S (P&C), 02 Annexe Ground Floor, BHEL 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 its 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 Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

   a) Bankers cheque / Demand Draft.
   b) One time deposit available in BHEL, R.C.PURAM – should be within 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 Manager / M&S (P&C) upon written information to him. He shall forth with upon intimation being given to him by the Manager / M&S (P&C) 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.

Signature of Tenderer

4. EMD by the Tenderer will be forfeited as per Tender Document if.

i. After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rates.

ii. The tenderer does not commence the work within the period as per LOI/Contract. EMD shall not carry any interest.

If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

5. Tenderers shall pursue 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-II. The quantities are given with a view to enable the tenderer to quote his overall 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.

6. BHEL reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.

7. Tenders not submitted in proper form or in due time will be rejected.

8. The offer shall be valid for a period of 90 days from the date of opening of the tender.

9a. Security Deposit should be collected from the successful tenderer.
The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%
Above Rs. 10 lakhs upto 50 Lakhs : Rs. 1 lakh + 7.5% of the amount exceeding Rs10 Lakhs
Above Rs. 50 lakhs : Rs. 4 lakhs + 5% of the Amount exceeding Rs. 50 lakhs

If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

9b. 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. Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.
v) Bank Guarantee from schedules 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 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.

Signature of Tenderer

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.

9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

9d. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later.

TENDER FOR THE WORK

I/We_____do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard specification and the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

Signature of Tenderer

TENDERER'S AND CONTRACTOR'S CERTIFICATE

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, Annexure-II 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 01.10.2011 is as follows as per Sr Manager (HR-IRX) Ref. No. HR/IR/CL/DA/2011 Date: 15.12.2011

   Unskilled worker - Rs. 336.65 / Per day
   Semi Skilled Worker - Rs. 368.30 / Per day
   Skilled Worker - Rs. 399.42 / 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 01.10.2011 along with PF & ESI Contributions may also be ensured. 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 20% on monthly wage under the payment Act 1965..

5. 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 2 pairs of uniform, shoes and other personal protective equipment's wherever applicable to their workforce.

6. Any increase in rate of DA / Wage hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders.

7. Wages & allowance payments to labour should be directly credited to workers bank accounts by the contractor

Signature of Tenderer

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

A) 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 and safety regulations as applicable.

k. The contractor shall be responsible for providing two pairs of uniform including stitching charges, a pair of shoes and one cap.

l. 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.

m. Contractor to ensure that all precautions are taken for safety of his employees and equipment's.

Signature of Tenderer

n. 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.

o. 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.

p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) <u>TOWARDS STATUTORY LIABILITY</u>

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 to 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 atleast 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 RPFC.

e. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No / Card of each employees.

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.

Signature of Tenderer

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 pilferage of his 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 over time 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 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities 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.

t. The L1 agency should submit Labour License from the Office of the Asst.Labour Commissioner (Central) located at ATI Campus, Vidyanagar, Hyderabad 500 007, at the time of execution of work.

GENERAL TERMS & CONDITIONS (Part-2)

1. The contractor shall comply with the following general terms conditions and special instructions.

Signature of Tenderer

2. The contractor shall fully comply with the following enactment's:
   a. Contractor Labour (R&A) Act, 1971.
   b. Wage Rates not less than that notified by State Labour department from time to time.
   c. Payment of Wages Act.
   d. ESI Act, 1948.
   e. EPF Act, 1952.
   f. Workmen's Compensation Act, 1923.
   g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.

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

   a. Form XIII - Register of workmen employed by contractor (Rule 75).
   b. Form XIV - Employment card issued by contractor (Rule 76).
   c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
   d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
   e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
   f. Form XIX - Wage slip (Rule 78 (b)).
   g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
   h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
   i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
   j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
   k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

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

5. The contractor shall observe
   a. Weekly rest day.
   b. The company list of holidays.

6. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.

7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager / Personnel.

8. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.

9. The contractor shall make himself of his representative available at the work spot every day during execution of work, for effective supervision.

Signature of Tenderer

10. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.

11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.

12. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.

13. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or commission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.

14. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.

15. Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misconducts himself and such persons shall not be again employed on the works without permission of the company official.

16. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.

17. The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations ,orders, decrees or attachments either by himself or by his employees,

18. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.

19. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act. VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.

Signature of Tenderer

20. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in-charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.

21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment's.

22. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official in charge of the work.

23. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.

24. The contractor shall ensure adherence to all statuary requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED,
RAMACHANDHRA PURAM,
HYDERABAD - 502032.

25. The contractor shall ensure abidance by all the labour laws especially including contact labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.

26. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the factory of B.H.E.L. Ramachandrapuram, Hyderabad –502032

27. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.

28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.

29. The contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.

30. The contractor shall provide the required safety equipment to the labours engaged by him.

31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.

32. The contractor shall be responsible to settle any grievances of the labour deployed by him.

Signature of Tenderer

33. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.

34. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.

35. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

36. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.

37. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the company in writing at any time before completion of the work.

38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.

39. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.

40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.

41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.

42. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

43. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.

44. 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 to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.

Signature of Tenderer

45. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.

46. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.

47. Any electric power required for contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.

48. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.

49. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.

50. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.

51. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.

52. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.

53. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.), A.P only shall have the Jurisdiction.

54. The company reserves the right to enter into parallel agreement with one or more contractors at their direction.

55. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.

56. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indicipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.

Signature of Tenderer

57. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed they shall by strictly followed.

58. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

59. The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

II) <u>Special Instructions:</u>

1. If an individual makes the tender, 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 copartner ship 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 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. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. If will be dealt with as provided in the conditions attached to the tender.

3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office 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" [Ex. AGM (T.A)] 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 the time specified in the Letter of Intent shall entail forfeiture of the earnest money.

4. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering 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 for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule it liable to alterations by omission deductions, or additions at the discretion of accepting authority.

5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.

6. 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.

Signature of Tenderer

7. 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.

8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance 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.

10. 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.

11. This is a time bound contract for period mentioned, and does not envisage any escalation of price.

12. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.

13. If any information by documents submitted by the contractor are found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.

14. In case more than one contractor quotes equal L1 rates, further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.

15. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-incharge.

16. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.

17. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.

18. If the contractor / his representative fails to attend when required for measurements, the Engineer Incharge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.

19. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity, these entries will be counter signed by the contractor or his duly authorized representative.

Signature of Tenderer

ANNEXURE-D

GENERAL TERMS & CONDITIONS

1. BHEL shall have privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

2. The contractor shall maintain regular contact with the designated employee(s) 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.

4. The contractor shall deposit an amount as per clause 9a,b,c of tender notice as security with BHEL. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of maintenance period subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.

5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.

6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Medak District, A.P.

7. Not with standing anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason there of by giving a notice of 30 days to the contractor.

8. The contract will commence on _____date and will remain valid for a period of ____ **months**. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

9. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Ramachandrapuram, Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts, Medak District, A.P.

Signature of Tenderer

ANNEXURE-E

GENERAL CONDITIONS

1. All BHEL general conditions of the contract shall be applicable.
2. The contractor shall affix his signature at the end of each page of the tender documents and put rubber stamp wherever he signs in the Contract agreement or bills for making payment.
3. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
4. The rates quoted shall include all lifts, leads and other incidental charges mentioned in the General conditions of contract unless otherwise specified.
5. The department reserves the right to split and award the work to more than one agency.
6. The contractor should engage labours who should not be less than 18 (eighteen) years of age.
7. The contractor must give a break of FIFTEEN DAYS for his workers, on rotation without affecting the work after completion of six months of contract period.
8. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirements, issued by IR section of Personal Department.

SPECIAL CONDITIONS – SAFETY

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
3. Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multimeter, tongue tester, megger and safety equipments such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
4. No person shall work on the live circuit without the express orders of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary tools are to be used for carrying out all types of works.
8. The contractor is responsible for providing of necessary safety equipments such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc to carry out the work safely.

Signature of Tenderer

ANNEXURE-F

EFT FORMAT

New Bidders/Contractors have to submit the Authorization for National Electronic Fund Transfer (NEFT). Contractors who have already submitted the Form need not submit it again.

[New vendors to furnish this mandate on their Letter Head]

To,

Dy.Manager/Finance-Cash Management
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad – 502 032.

Dear Sir,

Sub: Details for National Electronic Fund Transfer (NEFT) – Reg.

****

We request and authorize you to effect payment through NEFT to our Bank Account, subject to RBI Guidelines as per the details given below.

A. Sup code (As per PO/SCO) :
   (if available)
B. Beneficiary (Name as per PO/SCO) :
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. E-mail address of Beneficiary :
F. City (of Beneficiary) :
G. Bank Name :
H. Branch (of Bank) :
I. A/c Number :
J. A/c type (Saving or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :

Thanking you,

Signature (With Seal)
Name :
Address :

This is certified that the particulars furnished above are correct as per our records.

Date:-

(Signature of authorized official of bank)
With Bank Stamp

(***Should be submitted in a sealed cover)***

ANNEXURE- II

PRICE BID (PART- B)

Schedule of work towards Loading and unloading of fuels, lube oils, sludges at Diesel Power House (DPH) for the year 2012-13 (one year period).

SN	DESCRIPTION OF WORK	Quantity	Unit Rate (In Rs)	Amount (In Rs)
1.	Loading and unloading of fuels, sludges and Lub. Oils at 6 MW DG Power House. The scope work includes the following : Decanting of HFO Tanker. Decanting of HSD Oil. Sludge removal at Lub. Oil Seperator. Leftover HSD removal at Tank farm area. Cooling tower cleaning. Cleaning of intake filters. Cleaning of water drop eliminator. Other related works pertain to DPH.	**604 Operations**		

Total Amount in Rupees : _____ (in Figures)

Total Amount in Rupees : _____ (in Words)

Service Tax Extra as Applicable

Signature of Tenderer
Should be submitted in a sealed cover