

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)
Ph No.23183292/23184891, e-mail: koushik@bhelhyd.co.in
(Central Despatch Cell)

Ref No.: HY/CDC/OS/12/003

Date: 25.09.2012

TENDER NOTICE

Name of the department : Central Despatch Cell

Tender No./Date : **HY/CDC/OS/12/003, Date: 25.09.2012**

Sealed tenders in two part bids (Techno commercial & Price bid) in sealed covers,, subscribing the Tender Notice Number & name of the work are invited by **Manager/CDC, 03-SG Annexe. M/s. BHEL, R.C.Puram, Hyderabad-502032** from reputed contractors and Regd. with Govt. of India, Govt. of Andhra Pradesh, Railways, Military Engg Service or Bharat Heavy Electricals Limited, RC Puram, Hyderabad-32 for the following works and the same are to be dropped in the Tender Box which is kept at the Vendor Complex near Admn. Bldg. Tenders will be opened by the undersigned or his nominee at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

1.	Name of work	:	Loading of pipes, loose items, Common material handling and other miscellaneous packing activities at various CDC packing cells & shipping activities at shipping area AND Carpentry work, painting, cranes operating and Data entry activities., for the year 2012-13.
2.	Sale / closure of Tenders	:	26.09.2012 to 10.10.2012 09.00 Hrs. to 11.00 Hrs.
3.	Last date for receipt of tender	:	10.10.2012 upto 11.00 Hrs.
4.	Date and time of tender opening	:	10.10.2012 at 13.00 Hrs.
5.	Period of contract	:	12 Months from the date of award of contract.
6.	Earnest Money Deposit (EMD)	:	Rs.1,00,000/- (Rupees one lakh only)
7.	Cost of the tender document	:	Rs.400/- (Nonrefundable)

Tender forms (containing the detailed schedule of activities to be carried out) can be obtained from **26.09.2012 to 10.10.2012** from the office of the Manager/CDC, 03-SG Annexe. 1st Floor, BHEL, RC Puram, Hyderabad-502032 (inside the factory) between 09.00 Hrs. & 13.00 Hrs. on all working days. An amount of Rs.400/- (Non refundable) should be paid for each tender form in BHEL cash office through a "pay-in-slip" supplied by the office of the undersigned. The cost of the tender forms will not be refunded and the tenders are not transferable under any circumstances. Tender documents can also be downloaded from BHEL website [http:// www.bhel.com](http://www.bhel.com). Tender cost should be payable even if it is downloaded from BHEL website. You are requested to visit the undersigned in order to accurately assess the quantum of service to be rendered and take them into account while quoting for the enquiry. No subsequent claim for any reason whatsoever will be entertained by BHEL and it will be deemed to have been included in the tender quotation. All the bidders are requested to resolve pre-bid queries before quoting. The tenderers are hereby informed that immediately on receipt of this tender, the E-mail id of the Company should be furnished to the undersigned by sending a test message to koushik@bhelhyd.co.in & the tenderer should come and sign in the prescribed format provided by the undersigned to acknowledge the receipt of the tender.

Sd/-
Manager / CDC

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TENDER NOTICE

Ref No.: HY/CDC/OS/12/003

Date: 25.09.2012

PROCEDURE FOR SUBMISSION OF SEALED TENDER

Quotations are invited by Manager/CDC for Central Despatch Cell, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502032

The quotations shall be submitted in Two Parts i.e. (a) Techno Commercial Bid and (b) Price Bid in two separate covers along with EMD in separate cover as detailed below:

The covers should be addressed to **Manager/CDC, 03-SG Annexe, 1st Floor, BHEL, RC Puram, Hyderabad-32** to reach on or before by **11.00 Hrs. on 10.10.2012** and the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-502032. **BHEL is not responsible for any postal delay.**

THE FIRST COVER shall be super scribed as "EARNEST MONEY DEPOSIT FOR LOADING OF PIPES, LOOSE ITEMS AND MISCELLANEOUS PACKING & SHIPPING ACTIVITIES AT CDC for a period of one year for the year 2012-2013" against TENDER NOTICE NO: **HY/CDC/OS/12/003 dtd 25.09.2012**.The cover shall contain EARNEST MONEY. One time EMD (lump sum amount, as per existing guidelines) for exemption of EMD with each tender is permissible.

THE SECOND COVER shall be superscribed as "TECHNO-COMMERCIAL BID FOR LOADING OF PIPES, LOOSE ITEMS AND MISCELLANEOUS PACKING & SHIPPING ACTIVITIES AT CDC for a period of one year for the year 2012-2013" against TENDER NOTICE NO: **HY/CDC/OS/12/003 Dtd.25.09.2012**.The cover shall contain Documents of evidence as per qualifying criteria asked for enclosing as in Annexure-B, Copy of Partnership Deed / Sole Trader Registration Deed Or Any Other Deed Evidencing The Existence Of The Firm, Copy of Balance sheets, Profit / Loss Statements, Income Tax Returns for last 3 financial assessment years, Experience certificates, Labour License, PF Code, ESI Code and VAT Registration, No deviation certificate as per Annexure-E, Tenderer's certificate as enclosed, original copy of tender document duly signed and stumped as token of your acceptance of tender conditions, FILLED CHECK LIST FOR THE ABOVE AS PER ANNEXURE -A.

THE THIRD COVER shall be superscribed as "PRICE BID FOR LOADING OF PIPES, LOOSE ITEMS AND MISCELLANEOUS PACKING & SHIPPING ACTIVITIES AT CDC for a period of one year for the year 2012-2013" against TENDER NOTICE NO: **HY/CDC/OS/12/003 dtd.25.09.2012**. THE FILLED IN TENDER SCHEDULE - **PRICE BID** IN THE PRESCRIBED PROFORMA AS PER ANNEXURE -F ONLY SHALL BE PLACED IN THIS COVER.

THE ABOVE THREE SEALED COVERS SHOULD BE PUT IN ONE SEALED ENVELOPE AND SUPERSCRIBED THE DETAILS AS UNDER. "TENDER FOR LOADING OF PIPES, LOOSE ITEMS AND MISCELLANEOUS PACKING & SHIPPING ACTIVITIES AT CDC for a period of one year for the year 2012-2013" AGAINST TENDER NOTICE NO.: **HY/CDC/OS/12/003 dtd.25.09.2012**.

Contd....2.

You are requested to go through the above documents and submit your quotation. The sealed tenders shall be dropped in Tender Box at new vendor complex at Administrative Building. The tenders will be received up to **11.00 Hrs. on 10.10.2012** only. The techno commercial bids along with the EMD covers will be opened on the same day at **13.00 Hrs.** in presence of the tenderer's representatives who choose to be present. Quotations received late, not containing EMD or not in the prescribed procedure / formats are liable to be rejected. Price bid covers of only those parties whose techno-commercial order are completely in order along with EMD shall be opened at a later date for which separate intimation shall be given.

The tender shall be signed by a partner authorized by the firm, who shall also sign his own name. If the tender is made by a Company / Corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering Company / Corporation / Firm are required to furnish evidence of its existence along with techno commercial bid.

BHEL accepts the right to accept or reject any tender without citing reason thereof.

Thanking You,

For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / CDC

Enclosures :-

1. Check list Annexure-A
2. Qualifying requirements Annexure B
3. General terms / conditions & instructions Annexure C
4. Scope of contract and Special conditions of contract Annexure D
5. No deviation certificate Annexure E
6. Price bid Annexure F
7. The following Certificate on tenderer's letter head:

"THIS IS TO CERTIFY THAT I/WE HAVE READ THE TERMS AND CONDITIONS OF THE TENDER AND AGREE FOR ALL THE CONDITIONS IN TO WITH OUT EXCEPTION INCLUDING PENALTY CLAUSE, PAYMENT OF SECURITY DEPOSIT, ETC. THE RATES QUOTED ARE ALL INCLUSIVE OF TAXES (EXCLUDING SERVICE TAXES WHICH ARE EXTRA), DUTIES AND ALL OTHER ALLOWANCES, STATUTORY BONUS, BHEL ALLOWANCE AND DA (VARIABLE AT AN INTERVAL OF 6 MONTHS AS PER AP GOVT. NOTIFICATION) PAYABLE FOR ALL THE EMPLOYEES DEPLOYED AS PER LABOUR LAWS AND ARE FIRM DURING THE PERIOD OF CONTRACT"

NOTE: The tenderer shall produce the originals of above documents mentioned as above and at Annexure-A whenever demanded by BHEL.

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Annexure-A

Job work : Loading of pipes, loose items, Common material handling and other miscellaneous packing activities at various CDC packing cells & shipping activities at shipping area AND Carpentry work, painting, cranes operating and Data entry activities., for the year 2012-13.

Tender No : **HY/CDC/OS/12/003, Dt.25.09.2012.**

Contractor should furnish the following information here

CONTRACTOR NAME : _____

ADDRESS : _____

E-Mail ID : _____

Phone/Mobile No. : _____

1. PF Code: : _____

2. ESI Code : _____

3. Labour Licence & Validity :

(If submitted for renewal copy of acknowledgement is to be enclosed)

4. PAN No(Copy to be enclosed): _____

5. Contractor Code No. (BHEL issued No.) _____

6. Service Tax No. (copy to be enclosed) _____

7. **EXPERIENCE** : _____
Work details : _____

Value of work : _____

Year/s in work executed :

Firm Name : _____

Turnover : _____

8. **Tender Cost** : Rs.400/- (non refundable).

CR / Bankers Ch. No.	Date	Amount Rs.	Name of the Bank

9. Earnest Money Deposit : Rs. 1,00,000/-

CR / Banker's Cheque /DD No.	Date	Amount Rs.	Name of the Bank

10. Acceptance of *penalty* clause and Security deposit clause : _____

11. TERMS OF PAYMENT : Progressive for the work completed: _____

12. Acceptance for WORK COMPLETION in 12 Months : _____

13. Acceptance to undertake all activities as per the schedule of work Annexure-F (Price bid) : _____

14. Acceptance to obey all clauses like minimum wages Bonus Payment to contract labour as per R&A 1970 act. : _____

15. Whether quoted the PRICE BID as per NIT : _____

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ANNEXURE-B

PRE – QUALIFYING CRITERIA

- 1) Tenderers should be well experienced in this work, should be in the same profession for the last three years and should have executed Material handling and packing or Carpentry activities. Average Annual financial turnover during the last 3 years ending 31st March'12, should be at least 30% of the estimated value of 34.91 lakhs (per year).
- 2) Experience of having successfully completed similar works for one firm during last 7 years ending 31st March'12 should be either of the following. Three similar completed works costing not less than the amount equal to 40% of the estimated value of 34.91 lakhs (per year) (Or) Two similar completed works costing not less than the amount equal to 50% of the estimated value of 34.91 lakhs (per year) (Or) One similar completed work costing not less than the amount equal to 80% of the estimated value 34.91 lakhs (per year)

The tenderer shall submit the necessary documentary evidence which is subject to verification by BHEL as a proof of having experience for supplying labour in material handling and packing activities or execution of the job of similar nature in reputed organizations preferably with Government Departments/Public Sector Undertakings.

- 3) The tenderer should be registered with designated authorities under the following acts
 - i) Employees provident fund act, 1952
 - ii) Central Govt. Contract labour (regulation and abolition) act, 1970
 - iii) Employees state insurance act, 1948
 - iv) Should be registered under service tax
- 4) STATUTORY CODES:
 - a. ESI Code.
 - b. P. F.Code No.
 - c. Labour licence (Central / State Government) should be submitted before commencement of work.
 - d. PAN No. (In case not available, proof of having applied with Acknowledgement from concerned authorities)
 - e. Service Tax (whether applicable or not should be indicated in the offer); in case applied for Service Tax Regn., proof of having applied with acknowledgement from Concerned authorities)
 - f. Offer without EMD will be rejected. One-time-EMD (as per existing guidelines) is permissible.
 - g. Payment should be through EFT (Electronic Fund Transfer). Hence, necessary formalities should be completed in consultation with Finance / F&S prior to enter into an agreement.

5) DOCUMENTS REQUIRED

The tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

- a) Proof of three audited annual financial turnover in support of Average Annual financial turnover as per clause (1) above.
 - b) Proof of work orders or completion certificates in support of the qualifying criteria mentioned at clause 2 above.
 - c) Each tenderer has to enclose the proof of PAN No. along with the tender.
 - d) Photocopies of registrations in support of qualifying criteria mentioned at clause 3 & 4 above.
- 6) Period of contract shall be twelve (12) months.

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ANNEXURE-C

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privities 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. Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

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 Rs.50 lakhs	:	1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

The security Deposit should be collected before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms

- a) Cash (as permissible under the Income Tax Act)
- b) Pay Order, Demand Draft in favour of BHEL.
- c) Local cheques of scheduled banks, subject to realization.
- i) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- iii) 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.
- iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to 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. 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 arbitrator. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be R.C.Puram in India. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sanga Reddy / Hyderabad / Secundrabad Courts.
- 7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 8. The contract shall be valid for a period of 1 (one) year or part thereof from the date of LOI / award of the work and BHEL may extend at its discretion the contract further for a period of 1 year on the same terms and conditions. BHEL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor, in writing.
- 9. Contractor shall obtain complete Bio-Data of the Labour, employment certificate an 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
- 10. 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 Sr. Dy. General manager / HR-IR.
- 11. Contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 12. The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees. Alternatively the Contractor shall post a Supervisor for this purpose. He shall interact with BHEL officials daily to appraise the completion of the works allotted for the day.
- 13. The contractor shall attend to all inspections notified / conducted by the HR Department, Labour department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.

14. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
15. Contractor shall furnish in his tender his place of residence and postal address. The delivery at the above named place or posting in a post box regularly maintained by the Posts and Telegraphs Department or sending letters by registered post for acknowledgement of any notice, letter, other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. Change in address shall come into force at any time by an instrument executed by the Contractor and delivered to Engineer.
16. The tenderers must satisfy themselves by personal study and examine 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 be any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
17. 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.
18. Contractor, on the advice of the Company official shall immediately remove any person employed by him, who may, in the opinion of the official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
19. The Contractor shall give information required under various statutory laws, regulations, bye-laws, legal acts and pay all fees in connection there with to all concerned. 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 BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees, or attachment either by himself or by his employees.
20. Work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will followed by the contractor. 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. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
21. It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, The work shall be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will followed by the contractor. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per usual standards and practices.
22. No works shall be done on Sundays or on other declared Holidays of BHEL without the written permission of the Engineer or the Officer-in-charge of the work. The Contractor shall comply with the provisions of the Factories Act if the same are applicable.
23. The contractor shall keep the area of work clean and shall remove the debris etc. while executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Company official. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

24. 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 Engineer or his representatives. In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his /her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his /her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquires. In case of any delay in the completion of a job due to mishaps attributable to lapses by the ton tractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
25. The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them. The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.
26. The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Minimum bonus act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme, The Contract Labour (Regulations and Abolition Act, 1970), Maternity benefit act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor shall pay wages to the workmen as per minimum wages act. Please refer latest HR circulars for the Rates existing in BHEL. For daily wage rates applicable with effect from 01.04.2012, please refer BHEL Circular No. HR/IR/CL/UR/2012 dated 21.07.2012. However, Contractor shall make payment as per the applicable rate at the time of execution of the contract including arrears, DA increase if any.
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 labourers who should be, not less than 18 (eighteen) years of age. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit preferably in the age group of 25 to 40 years and do not have any criminal record.
29. The contractor shall not resort to subcontracting under any circumstances. BHEL reserves the right to get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.
30. The contractor shall provide to its work force and ensure the use of the following Personal Protective Equipment as found necessary and as directed by the authorized BHEL officials.

- (i) Safety Helmets conforming to IS - 2925
 - (ii) Safety Belts conforming to IS - 3521
 - (iii) Safety Shoes conforming to IS - 1989
 - (iv) Eye & Face Protection devices conforming to IS - 8520 and IS - 8940.
 - (v) Hand & body protection devices conforming to IS -2573, IS - 6994, IS - 8807 & IS - 8519.
31. 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 contract.
 32. The contractor shall be responsible to settle all disputes & grievances of the labour deployed by him. The payment to labours is to be made directly through their bank account if available.
 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 authorised agents, who are entrusted with the work by contractor.
 34. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
 35. 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.
 36. If at any time, during the progress of work or any part of it, such methods or appliances appear to the the "Contract Signing Officer" 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 character of work and the Contractor shall comply with such order and in failure of which the "Contract Signing Officer" may take such action as he 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 the "Contract Signing Officer" shall be at the cost and risk of the Contractor.
 37. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an un-worked 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. Any failure or breakage of loaded box / case shall be viewed seriously.
 38. 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.
 39. Any sums due from the Contractor on account of tools and plants, stores, or any other items provided by BHEL shall be deducted from the respective invoices due to him. The Engineer shall from time to time certify the sum payable to the Contractor after recovering the dues from the contractor.
 40. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
 41. In case of breach of any of the terms and conditions of the Contract by the contractor a claim will be lodged under the bank guarantee with the guarantor by BHEL at the discretion of the competent authority of BHEL. Normally on successful completion of the Contract to the satisfaction of BHEL, the bank guarantee shall be released after due claim period.

42. In the event of any question or dispute or 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.
43. In case of any suit or other legal proceeding arising under this contract, the courts at **Sangareddy (Medak Dist.) A.P / Hyderabad / Secundrabad only shall have the Jurisdiction.**
44. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
45. 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 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 Government.
46. Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
47. 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 materials, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
48. 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 office of General Manager / CMM, CDC (BHEL, R.C.Puram) 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 / Hyderabad / Secundrabad Courts.

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL:-

- a) Contractor shall decide in consultation with the contract executing officer 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.
- 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 to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- f) 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.
- g) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- h) 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.

- i) 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.
- j) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- k) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II) 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 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.

OBLIGATIONS OF THE CONTRACTOR :-

- 1) The contractor shall fully comply with the following enactments:
 - (a) Contract Labour (R & A) Act, 1970 and rules formed there under in A.P.
 - (b) Wage Rates not less than that notified by Central 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) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
- 2) The contractor shall obtain License from the Assistant Labour Commissioner (Central), or appropriate government if he engages twenty or more workmen only.
- 3) The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer.
 - (a) Form XII - Register of contractors
 - (b) Form XIII - Register of workmen employed by contractor (Rule 75)
 - (c) Form XIV - Employment card issued by contractor (Rule 76)
 - (d) Form XVI - Muster Roll (Rule 78(1)(a)(i))
 - (e) Form XVII - Register of wages (Rule 78(1)(a)(i))
 - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
 - (g) Form XIX - Wage Slip (Rule 78(b))
 - (h) Form XX - Register of deduction for damages or loss (Rule 78(1)(a)(ii))
 - (i) Form XXI - Register of files(Rule 78(1)(a)(ii))
 - (j) Form XXII - Register of advances(Rule 78(1)(a)(ii))
 - (k) Form XXIII - Register of overtime(Rule 78(1)(a)(iii))
 - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82(1))

The contractor shall maintain the above neatly, completely and legibly for inspection by various authorities even at short notice. The Executing officer of BHEL shall periodically inspect these registers and forms, and shall send his inspection note to Industrial Relations (IR) section of HR department.

- 4) The contractor shall observe
 - (a) Weekly rest day
 - (b) BHEL List of Holidays

- 5) 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 HR department/IR section through the contract executing officers before commencement of the work.
- 6) The entry permits are to be issued to the contract labour by Assistant Commandant/Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by SDGM / HR-IR.
- 7) Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to HR department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
- 8) The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
- 9) The contractor shall attend to all inspections notified/conducted by the HR department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors, or any other such authorities.
- 10) Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 11) 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 shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
- 12) The contractor must satisfy himself by personal study 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 nature regarding scope of work 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 regarding the above.
- 13) 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.
- 14) Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official, is incompetent or involves himself in misconduct. Such persons shall not be again employed on the works without written permission of the BHEL official.
- 15) The contractor shall erect and maintain at his own cost, temporary weather proof sheds at such places approved by the BHEL for keeping materials under cover.
- 16) The contractor shall give all notices required by the acts, regulation, by laws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. 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 BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
- 17) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify BHEL 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 thereunder.

- 18) 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 BHEL as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- 19) No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer incharge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
- 20) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
- 21) 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 BHEL official incharge of the work.
- 22) The contractor shall indemnify BHEL against all losses or damages sustained by BHEL 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 BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.
- 23) The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 24) The contractor shall ensure abidance by all the labour laws especially including contract 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.
- 25) The contractor shall comply with Provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work centres in the FACTORY/Township Civil of BHEL, R C Puram.
- 26) Notwithstanding the above clause, in case of any financial loss incurred by 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.
- 27) The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 28) The contractor shall not resort to subcontracting 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.
- 29) The contractor shall provide the required safety equipment to the labours engaged by him.
- 30) Contractor shall issue "Employment Card" as per statute to all labour and supervisors covered under the job work contract.
- 31) The contractor shall be responsible to settle any grievances of the labour deployed by him

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
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(Central Despatch Cell)

Ref No.: HY/CDC/OS/12/003

Date: 25.09.2012
ANNEXURE-D

SCOPE OF CONTRACT AND SPECIAL INSTRUCTIONS

Sl. No	Scope of work	Unit of measurement	Units Qty for 1 year
Loading of pipes, loose items & other packing & shipping activities at CDC			
1	Material handling crane operation, slinging, Carpentry work, Consignee Address painting at CDC	SSW Operation	2416
2	Bundling of pipes & other Miscellaneous packing & shipping activities at CDC	USW Operation	3624

Note: Quotations are invited from reputed, experienced and professional contractors for receiving of Pipes / Bull ring segments & open items for Packing and Loading for Despatch, Repair / strengthening of cases received from suppliers/vendors along with finished goods , Packing / closing of the cases & addressing of the equipment in CDC cells, support for loading of pipes and loose items on trucks / trailers in shipping operations and also other Miscellaneous packing activities inside factory at BHEL, Ramachandrapuram, Hyderabad-32. It is estimated that for above, 8 semi-skilled workers & 12 unskilled workers shall be required to be deployed by the contractor inside factory at BHEL Ramachandrapuram, Hyderabad-502 032. Payments will be made to the contractor on Pro rata basis after satisfactory completion of work on the basis of work carried out by him. The total work content is equivalent to a total quantity of 6040 operations for 1 year consisting of 2416 operations of SSW & 3624 operations of USW (One operation = One USW / SSW man day)

DETAILS OF WORKS TO BE CARRIED OUT BY THE CONTRACTOR

The details of works to be carried out by the Contractor shall include the following:

1. Receipt of items/products, Bundling of Pipes, Bull ring segments etc for packing.
2. Wrapping with polythene paper, Air bubble sheets as required.
3. Keeping the items/products in boxes as required & closing of the packing cases.
4. Repair/strengthening of cases received from suppliers/vendors along with finished goods.
5. Addressing of the packing cases.
6. Helping the movement of packed cases & loading into the trucks.
7. Other miscellaneous packing & shipping activities
8. All necessary tools for carrying out the above jobs are to be arranged by the contractor.
9. Necessary hardware like nails, clamps, GI wire, paint, bitumen paper etc, will be supplied by BHEL.

The above work requires minimum of 8 semi-skilled and 12 unskilled workers.

MEASUREMENT OF WORK AND PAYMENT THEREOF

- 1) A Measurement Book will be maintained in the BHEL by CDC Department located at 36/11 Bldg. The Contractor, wherein he or his authorized representative, will submit bill based on quantities completed entries 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-F (price schedule for the work of Contract for Loading of pipes, loose items and other miscellaneous packing activities at various CDC packing cells & shipping area for the year 2012-13.
 - i) Payments will be made to the contractor on prorata basis at frequent intervals after satisfactory completion of work on the basis of work carried out 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.**

SPECIAL INSTRUCTIONS:

- 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 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 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) 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. It 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 " 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 " (Ex. Manager (CDC)) 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.
- 4) Tenderers shall peruse 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 for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.

- 5) 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.
- 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.
- 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 understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. 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 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.
- 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 extension of time / period.
- 12) 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.
- 13) The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
- 14) On receipt of the job work order, contractor 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 contractor 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. By 15th of every month contributions must be 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 fulfilled by contractor, permission will not be renewed. Contractor should obtain HR clearance for getting the bill payments.

**GUIDELINES AND STATUTORY PAYMENTS FOR SUBMITTING TENDERS FOR
WORKS AS PER EXISTING INSTRUCTIONS.**

Consequent upon the increase in Dearness Allowance(DA) communicated by Regional Labour Commissioner (Central) vide Memorandum No. 47(1)/2011-C2 (Refer Circular Ref.No.HR/IR/CL/UR/2012 Dt.21.07.2012 regarding revised daily wages in respect of contract labour w.e.f. 01.04.2012) is the basis for arriving minimum wages for contract labour in Rupees is mentioned below:

<u>Category</u>	<u>Daily Wage Rate</u>	<u>Daily Unit Rate</u> (incl. BHEL allowance, Bonus, PF, ESI, PPE, DA, uniform etc.)
USW	Rs.350.65	Rs. 508.02
SSW	Rs.383.30	Rs. 551.38

- i) Leaves and Holidays
11 days paid holidays / per year
18 paid leaves / per year.
- ii) P F and E S I contributions wages
PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.
- iii) Contractor shall provide two (2) pairs of uniform, helmet, shoes, goggles, and gloves, washing soap, summer cap etc., other personal protective Equipments wherever applicable to their labour.
- iv) 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.
- v) Bonus @ 20% minimum or as per statutory requirement/Bonus Act 1965.
- vi) The quoted rates should be all inclusive of BHEL allowance for the above works during the entire contract period.

(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) Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
- 3) Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M
- 4) Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
- 5) The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- 6) The contractor shall keep a supervisor always at work site.
- 7) Power shut down shall be taken before commencement of the work wherever power cables are running.
- 8) Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Rs. 1,00,000/- (Rupees one lakh only) Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.

EMD is to be collected in cash (as permissible under Income Tax Act), Pay order or Demand Draft only.

One time EMD (under existing guidelines) for exemption from payment of EMD is permitted.

BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderer

- a. After opening of Tender, revokes/ withdraws his tender within the validity period revises/ alters his earlier quoted rates/ conditions.
- b. Fails to communicate unconditional acceptance of Letter of Intent.
- c. Fails to submit 50% of the total Security Deposit before start of work.
- d. Fails to start the work as may be indicated in the Letter of Intent.

SECURITY DEPOSIT

Upon acceptance of contract, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work. The rate of Security Deposit will be as below:

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

The security Deposit should be collected before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms

- a) Cash (as permissible under the Income Tax Act)
- b) Pay Order, Demand Draft in favour of BHEL.
- c) Local cheques of scheduled banks, subject to realization.
- vi) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- vii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- viii) 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.
- ix) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- x) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

RETURN OF SECURITY DEPOSIT :

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that

in no case the Security Deposit shall be refunded/ released prior to passing of final bill and completion of guarantee period.

The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

Provident Fund

The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

In case the labour already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.

P.F. CONTRIBUTION:

Employee's Contribution	Employer's Contribution
12% of Normal waged paid	PF Contribution 3.67%
	Insp/Admn Charages 1.10%
	Admn/Insp Charges 0.01%
	Pension Fund 8.33%
	EDLI Charges 0.5%

The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each labour deployed by him with a copy to HR and finance department.

Employees State Insurance

The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.

The contractor shall collect the identity card issued after submission of registration form, from ESI office and handover the card to the concerned labour.

ESI CONTRIBUTION :-

Employee's Contribution	Employer Contribution
1.75% of gross wages	4.75% of gross wages

The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

Bonus

The contractor shall pay 20% bonus to contract work force as per IR circular, dated 30.01.10. The contractor shall be liable to pay statutory bonus under Payment of Bonus Act, 1965. Implication of 20% bonus shall be considered in the price bid. The quoted rates are all inclusive of BHEL allowance for the above works during the entire contract period.

Penalty clause: 0.50 % of the gross value of work will be levied for every week's delay by the agency subject to a maximum of 10 % value of the work for the above work.

Guarantee period- Nil, since the work is only for day to day attending of various activities.

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(Central Despatch Cell)

Ref No.: HY/CDC/OS/12/003

Date: 25.09.2012

TENDER NOTICE

ANNEXURE-E

Loading of pipes, loose items at various CDC cells and miscellaneous packing & shipping activities

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATION IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE SITUATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)
Ph No.23183292/2318489, e-mail: koushik@bhelhyd.co.in
(Central Despatch Cell)

Ref No.: HY/CDC/OS/12/003

Date: 25.09.2012

ANNEXURE-F

PRICE BID SCHEDULE

Description of work : Loading of Pipes, loose items and other packing and shipping activities at CDC

Sl. No	Scope of work	Total Quantity (for 1 Year)	Unit	Rate per Unit Rs.	
				Rupees in Figures	Rupees in Words
1	Material handling crane operation, slinging, Carpentry work, Consignee Address painting at CDC (One Man Day = One SSW Operation)	2416	One SSW Operation		
2	Bundling of pipes & other Miscellaneous packing & shipping activities at CDC (One Man Day = One USW Operation)	3624	One USW Operation		
3	Quote Service Tax if any				
4	Service Tax No.:				
Grand Total Rs.					

NOTES

1. Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid. Where there is a discrepancy between the price quoted in figures and in words, the price in words will prevail. Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the higher of the two figures (unit or the line item total) will be considered for evaluation. However in case of placement of order, the lower of the two figures (unit or the line item total) will be considered.
2. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor him self during the period of contract. The rate shall include all necessary personal protective equipment, like helmet uniform, shoes goggles, hand gloves etc for the workmen engaged by him.
3. All the 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, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

4. Bidder shall quote basic price and Service tax separately. Bidder shall also mention the service tax percentage. The basic price includes all taxes and duties leviable under the state or central government rules except service tax. Service tax shall be paid extra.

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CERTIFICATE

THIS IS TO CERTIFY THAT I/WE HAVE READ THE TERMS AND CONDITIONS OF THE TENDER AND AGREE FOR ALL THE CONDITIONS IN TO WITH OUT EXCEPTION INCLUDING PENALTY CLAUSE, PAYMENT OF SECURITY DEPOSIT, ETC. THE RATES QUOTED ARE ALL INCLUSIVE OF TAXES (EXCLUDING SERVICE TAXES, WHICH IS EXTRA), DUTIES AND ALL OTHER ALLOWANCES, STATUTORY BONUS, BHEL ALLOWANCE AND DA (VARIABLE AT AN INTERVAL OF 6 MONTHS AS PER AP GOVT. NOTIFICATION) PAYABLE FOR ALL THE EMPLOYEES DEPLOYED AS PER LABOUR LAWS AND ARE FIRM DURING THE PERIOD OF CONTRACT.