

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/11/017

Date:02.07.2012

TENDER NOTICE

Name of the department : Central Despatch Cell

Tender No./Date : **HY/CDC/OS/11/017, Date: 02.07.2012**

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 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 | : | Hiring of 3 nos. Diesel forklifts of 3 T capacity for handling of packing material at CDC for 250 operations per forklift from the date of award of Contract |
| 2. | Sale / closure of Tenders | : | 04.07.2012 to 18.07.2012 09.00 Hrs. to 11.00 Hrs. |
| 3. | Last date for receipt of tender | : | 18.07.2012 upto 11.00 Hrs. |
| 4. | Date and time of tender opening | : | 18.07.2012 at 14.00 Hrs. |
| 5. | Period of contract | : | 250 operations (per DFL) from the date of LOI. |
| 6. | Earnest Money Deposit (EMD) | : | Rs. 40,000/- (Rupees forty thousand only) |
| 7. | Cost of the tender document | : | Rs. 250/-(Non refundable) |

Tender documents (containing the detailed schedule of activities to be carried out) can be obtained from **04.07.2012 to 18.07.2012** from the office of the Manager/CDC, 03-SG Annexe, 1st Floor, BHEL, RC Puram, Hyderabad-502032 (inside the factory) between 09.00 Hrs. & 11.00 Hrs. on all working days. An amount of Rs.250/- (Non refundable) should be paid for each tender document at BHEL cash office through a "pay-in-slip" supplied by the office of the undersigned. The cost of the tender documents 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>. Tender cost should be payable even if it is download 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 Contact details should be furnished to the undersigned & the tenderer should come and sign in the prescribed format provided by the undersigned to acknowledge the receipt of the tender.

Sd/-

Manager / CDC

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)

TENDER NOTICE

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

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 18.07.2012** 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 HIRING OF 3 NOS. DIESEL FORKLIFTS OF 3 T CAPACITY FOR HANDLING OF PACKING MATERIAL AT CENTRAL DESPATCH CELL" against TENDER NOTICE NO: HY/CDC/OS/11/017 dtd 02.07.2012. The cover shall contain EARNEST MONEY. One time EMD (lump sum amount) for exemption of EMD with each tender is permissible. **Bids without EMD are liable for rejections.**

THE SECOND COVER shall be super scribed as "TECHNO-COMMERCIAL BID FOR HIRING OF 3 NOS. DIESEL FORKLIFTS OF 3 T CAPACITY FOR HANDLING OF PACKING MATERIAL AT CENTRAL DESPATCH CELL" against TENDER NOTICE NO: HY/CDC/OS/11/017 Dtd.02.07.2012. The cover shall contain Documents of evidence as per qualifying criteria asked for enclosing as in Annexure-B, Copy of Balance sheets, Profit / Loss Statements, Income Tax Returns for last 3 financial assessment years (Income tax returns with enclosures of assessable income based on audited financial statements are to be enclosed along with tender documents), Experience certificates / order copies, 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 super scribed as "PRICE BID FOR HIRING OF 3 NOS. DIESEL FORKLIFTS OF 3 T CAPACITY FOR HANDLING OF PACKING MATERIAL AT CENTRAL DESPATCH CELL" against TENDER NOTICE NO: **HY/CDC/OS/11/017 dtd.02.07.2012**. 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 HIRING OF 3 NOS. DIESEL FORKLIFTS OF 3 T CAPACITY FOR HANDLING OF PACKING MATERIAL AT CENTRAL DESPATCH CELL" AGAINST TENDER NOTICE NO.: **HY/CDC/OS/11/017 dtd.02.07.2012**.

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 18.07.2012** only. The techno commercial bids along with the EMD covers will be opened on 18.07.2012 at 14.00 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.

If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. 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 reserves 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 additional conditions of contract Annexure D
5. No deviation certificate Annexure E
6. Price bid Annexure F
7. Self-declaration certificate on tenderer's letter head:

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

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)

TENDER NOTICE

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

Annexure-A

Job work : HIRING OF 3 NOS. DIESEL FORKLIFTS OF 3 T CAPACITIES FOR HANDLING OF PACKING MATERIAL AT CENTRAL DESPATCH CELL

Tender No : HY/CDC/OS/11/017, Dt.02.07.2012.

Contractor should furnish the following information here

CONTRACTOR NAME : _____

ADDRESS : _____

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. 250/- (non refundable).

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

9. Earnest Money Deposit : Rs. 40,000/-

| 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 1 year : _____
13. Acceptance of format for price bid (Annexure-F) : _____
14. Acceptance to obey all clauses like minimum wages,
Bonus Payment to contract labour as per R&A 1970 act. : _____
15. Whether submitted Documental proof of possession of vehicle Registration on the name of tenderer: _____
16. Whether submitted Audited balance sheets : _____
17. Whether submitted pollution clearance certificate : _____
18. Whether submitted Comprehensive insurance : _____
19. Whether quoted the PRICE BID as per NIT : _____
20. Whether submitted self-declaration sheet : _____
21. Whether submitted valid copies of TC (Tax certificate) etc. : _____
22. Whether submitted copy of license for the driver : _____
23. Whether submitted experience for the driver : _____

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)

TENDER NOTICE

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

ANNEXURE-B

PRE – QUALIFYING CRITERIA

- 1) Bidder should have PAN number (please enclose copy with Techno Commercial Bid).
- 2) Bidder should have Service Tax number (please enclose copy with Techno Commercial Bid).
- 3) Bidder has to submit the proofs for Fork Lifters owned by them including the details of the Fork Lifters (please enclose copy with Techno Commercial Bid).
- 4) Tenderers should be in the same profession for the last three years and should have executed material handling contracts. Average Annual financial turnover during the last 3 years ending 31st March'12, should be minimum 3,69,771 (Three lakhs sixty nine thousand seven hundred and seventy one only) .
- 5) Experience of similar works during last 7 years ending 31st March'12 should be either of the following.

a) Three similar works costing not less than Rs. 4, 93,027/- in a span of 1 year

OR

b) Two similar works costing not less than Rs. 6, 16,284/- in a span of 1 year

OR

c) One similar works costing not less than Rs. 9, 86,054/- in a span of 1 year

*Similar work referred above is providing hiring services for Material handling.

It is clarified that the work executed by the bidder for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works.

Note: The tenderer shall submit the necessary documentary evidence which is subject to verification by BHEL as a proof of having experience for material handling job of similar nature with forklifts in reputed organizations.

- 6) The operator should have forklift driving license or heavy duty vehicle driving license only.
- 7) The operator should have a minimum 2 years of related work experience.
- 8) 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

9) **DOCUMENTS REQUIRED**

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

- a) Each tenderer has to enclose the proof of PAN No. along with the tender in support of the qualifying criteria mentioned at clause (1) above.
 - b) Each tenderer has to enclose the proof of SERVICE TAX No. along with the tender in support of the qualifying criteria mentioned at clause (2) above.
 - c) Photocopies of all valid documents like RC Book, Pollution Certificate, 3rd Party Insurance, Taxes paid, Road permit etc. in support of the qualifying criteria mentioned at clause (3) above.
 - d) Proof of three audited annual financial turnover in support of Average Annual financial turnover as per clause (4) above.
 - e) Proof of experience certificates / order copies with value and period in support of the qualifying criteria mentioned at clause (5) above.
 - f) Photocopies of driver's license in support of the qualifying criteria mentioned at clause (6) above.
 - g) Proof of experience certificates of the operator / driver in support of the qualifying criteria mentioned at clause (7) above.
- 10) As per D.O. letter no. DPE/13 (5)/11-Fin dated 18.03.2011, Ministry of Heavy Industries & Public Enterprises PF code is not a pre-condition by the CPSEs for participation in bids by Contractors. However, successful contractor have to secure a PF code number from the respective PF commissioner after award of LOI.

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)

TENDER NOTICE

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

ANNEXURE-C

GENERAL TERMS & CONDITIONS

1. BHEL shall have the 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. On receipt of Contract, the contractor shall deposit an amount of Rs. 1, 01,526/- as security with BHEL in the form of pay order / bank guarantee / FDI in the name of contractor A/c- BHEL duly discharged on the back. 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 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 250 operations per forklift within a period of 1 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 Dy. General Manager / Personnel.
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 offer 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 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 all notices 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. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment 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 thereunder. The contractor shall use proper slings for lifting the jobs, keep the gangways and approach roads clean.
21. 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.

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 his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
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 CDC Engineer or his representatives.
25. 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 conform to the provisions of the said act in regard to such accident.
26. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, 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 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. 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 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 all disputes & grievances of the labour deployed by him.
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 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.
35. 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.

36. For all modifications, omissions or additions to the approved drawings / specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. 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.
39. 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.
40. 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.
41. Contracts shall be deemed to have included in his tender price of all the plant. Machinery 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.
42. If at any time, during the progress of work or any part of it, such methods or appliances appear to 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 "Contract Signing Officer" shall be at the cost and risk of the Contractor.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.

49. 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.
50. 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.
51. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
52. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
53. The labour employed by the contractor, if found in abetting the 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.
54. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.

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 co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
- 2) 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 a 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 (Techno-commercial bid). 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 in which case tenders are liable for rejection.
- 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.

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL:-

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work within the time schedule of 24 hours of assigning the job work.
- 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.
- j) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

ID) 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 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.
- 16) 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.
- 17) 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.
- 18) No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer in charge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
- 19) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.

- 20) 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.
- 21) 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 conform to the provisions of the said Act in regard to such accident.
- 22) The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 27) 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.
- 28) The contractor shall provide the required safety equipment to the labours engaged by him.
- 29) Contractor shall issue "Employment Card" as per statute to all labour and supervisors covered under the job work contract.
- 30) The contractor shall be responsible to settle any grievances of the labour deployed by him.

(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) The contractor shall supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- 3) The Fork Lift should be fit in all respect for operation in accordance with Motor Vehicle Act, 1988 & Rules made there under by the states and existing laws as applicable. Valid documents i.e. Registration Certificate, Insurance Certificate, Route Permit, and PUC Certificate should be available in the Fork Lift / with the driver during operation of the Fork Lift Responsibility for any lapse in this regard shall be that of bidder.
- 4) In order to avoid mishap/accident, bidder shall ensure that only skilled drivers with sufficient experience in trade are deployed on Fork Lift and they observe all rules/precaution in this regard. Bidders shall ensure that drivers do not exceed normal speed limit, Bidder shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to over fatigue. Responsibility for violation of above & Labour Laws shall rest with the Bidder in this regard.

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

ANNEXURE-D

SCOPE OF CONTRACT AND ADDITIONAL TERMS & CONDITIONS

- 1) Three (3) nos. diesel forklifts 3 (Three) Tonnes capacity is required Central Despatch Cell, BHEL, R.C.Puram for movement of packing material inside factory. The contractors shall carryout and complete the allotted work to the entire satisfaction of any officials duly nominated by the Company. The successful contractor shall have to enter into a contract with BHEL for 250 operations (1 operation = 8 hours) per forklift from the date of award of contract within a period of 1 year.
- 2) The Fork Lifters should be in the operational disposal of BHEL and the Fork Lifters will be used in BHEL, R.C.Puram at various CDC packing sections areas including yards where it has to be used for loading, unloading and carrying packing material to various places within the plant. It should be able to carry the packing cases, runners, planks, plywood sheets & other internal packaging material from place to place within the plant to facilitate packing. It will also be utilized for stacking & grouping of packing cases for shipment interface activities. The Fork Lifter should be supplied intact with all the necessary approvals from the Authorities concerned and driver should have a valid license for driving heavy duty commercial Fork Lifters. The driver has to perform the work to the satisfaction of the packing in-charges concerned and he should take entire responsibility for safe loading, unloading and carrying it to the places wherever the materials are required to be moved. The contractor will make all the arrangements for maintenance in advance so that no disturbance of the work is allowed when the Fork Lifter is in the operation. For periods under break down, no payment will be made to the contractor. In case of recurrent break downs of the Fork Lifter, BHEL reserves the right to cancel the contract.
- 3) Some of the materials may have to be directly loaded in the production block CDC cells or yards. In all such cases where local crane facilities are available i.e either block crane or gantry crane can be utilized free of charge.
- 4) The details of the working hours for the fork lifters is as follows:
The working hours will be from 0730 Hrs to 1600 Hrs. Period of 8 working hours shift, excluding ½ hour lunch break will be calculated from the time the operator reports with forklift to our concerned CDC Packing Cell, and till the time bidder's forklift is released by our concerned CDC Packing Cell at their option and discretion. Also, no Sundays and Holidays will be considered for payment. However, for working on Sundays, Holidays & during lunch hour break, same should be certified clearly and separately by concerned CDC section. Otherwise this will not be considered for payment.
- 5) The contractor has to supply the Fork Lifter on Sundays/Holidays also with the same rate provided information regarding requirement is given to him one day in advance. The contractor has also to work on extra time if required on prior intimation whenever the Fork Lifter is required on urgent work basis beyond the hours mentioned above. The contractor has to work on extra time if required on prior intimation basis and extra payment will be made as per pro-rata hourly rate, as per certified execution.
- 6) The basic rate for 8 Hrs. operation on per day basis should be quoted as mentioned in Annexure-F which is enclosed (Price bid).

- 7) Once the contract is finalized, the diesel forklift should be at the operational disposal of BHEL during the entire contract period of 250 operations within a period of 1 year.
- 8) The contractor has to prepare and maintain a daily log sheet indicating the work done in the Performa prescribed in THREE copies and get endorsement daily from the company's representative which he has to submit at the end of the month for payment.
- 9) Diesel will be provided by BHEL as per requirement, Hence contractor while filling the price bid shall take note of this point.
- 10) Diesel Fork Lift 3T should be supplied with one Driver only. Driver shall have valid Driving License. The vehicle hire charges quoted shall include the cost of the Fork Lift, operating personnel (One driver only) and all other costs to be incurred by the contractor in the execution of the contract and shall be inclusive of all Taxes and Duties. Service tax shall be extra as applicable. Maintenance and operation of the Fork Lift shall be in the scope of the contractor. Service Tax if applicable shall be paid extra on submission of requisite documents.
- 11) Arrangements will be made by the company for issue of pass for entry of contractor's men and Fork Lifters inside the factory and for movement within the factory premises in the performance of the contract.
- 12) The contractor shall submit his bills once in a month supported by the authenticated log sheet and payment will be done within 30 to 45 days.
- 13) The Fork Lifter should be fit in running condition and should give trouble free service. BHEL officials will physically see the Fork Lifter conditions and verify all valid documents like Registration certificate, Road Permit, Pollution Certificate, Insurance etc., and copies should be given. The contractor should indicate in their offer their Fork Lifter's Registration Number and year of manufacture.
- 14) The model of any of the Fork Lifter's should not be older than June 2007.
- 15) If contract is awarded, the tenderer should be in a position to mobilize the Forklifts immediately and no further mobilization time will be granted. The vehicle has to be brought inside BHEL factory by the tenderer, for inspection and testing of lifting capacity of the Fork Lift. In the cases wherein the contractor fails to bring in the Fork Lift or if the forklift fails in lifting capacity test the EMD paid by the tenderer shall be forfeited.
- 16) In the event of failure or delay of bidder in placing the required forklifts at the disposal of BHEL or forklifts not in acceptable condition for reasons whatsoever, then BHEL, shall have the option to exercise following rights: -
 - (a) In the event of substitute forklifts not being provided in time as stipulated in the scope of work, BHEL shall have the right to hire out from any other source and return the vehicle provided late by the bidder. The bidder shall not raise any objection and reimburse to BHEL the extra expense incurred by BHEL.
 - (b) In case of breakdown of forklifts during hiring period, the same should be replaced immediately / repaired within two hours of occurrence of such breakdowns. Idle time beyond two hours due to stoppage will not be paid for and proportionate deductions will be made.
- 17) The bidder(s) shall not be entitled to any compensation or consideration in any of the events except the hire charges for the actually hired Forklifts.
- 18) For advance planning and proper coordination of operations, the Forklift driver should carry mobile phone for quick communication of the same and also to facilitate communication at the time of emergencies/breakdowns/accidents and any other important message to be passed to the contractor.
- 19) Duties will be allotted by concerned CDC Packing section to ensure most economic running and to the best advantage of the company. The bidder shall co-operate with Packing agencies

on all such occasions and shall not raise any objection or question for inter changing or reshuffling of duties.

- 20) Essential tools and a spare tyre should be available on the Forklifts at all times in serviceable condition. The fuel tank should be full while coming on duty. If Fork Lift is stranded en route for want of tools, spares and fuel then appropriate penalties will be charged.
- 21) All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
- 22) All entries in the tender should be clearly written in ink or typed and all corrections are to be duly attested by the tenderer.
- 23) Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
- 24) Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
- 25) Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
- 26) No other person except contractor's authorized representative will be allowed in BHEL premises.
- 27) Within BHEL premises, the contractor's personnel should not do any work other than their normal duties.
- 28) The contractor shall arrange alternate driver in case the original driver falls ill, on leave or absconds from duty, immediately.
- 29) The contractor shall make available relief, 3 T capacity Diesel Forklift immediately in the event of any breakdown or accident. Such relief diesel forklift will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
- 30) The Contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his vehicle without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
- 31) If the contractor is not able to provide his 3 T capacity diesel forklift continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills or from security deposit.
- 32) Contractor to obtain insurance cover for his employees and equipment / tools / tackles etc. and take third party risk insurance coverage at his own cost. BHEL will not be responsible for any loss, damage, pilferage of his property and / or his employees.
- 33) Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behaviour toward the CISF authorities and BHEL authorities.
- 34) The diesel forklift should be registered and duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost for all risks including strike & riots. Contractor will be fully responsible for the safe material movement inside the factory premises. All liabilities whatsoever arising out of the problems of the hired Forklifts shall rest upon bidder only.
- 35) The contractor should abide by the company's CISF security rules and shall provide safety PPEs (Personnel Protection Equipment) to the drivers.

- 36) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- 37) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- 38) The contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
- (a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees while on operation which are to be settled by contractor.
 - (b) Failure in observance of Labour and Industrial Laws by the contractor.
 - (c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.
 - (d) All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractor, their workmen or agents shall be recovered from contractor.
 - (e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the contractor shall whenever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
- 39) Any amount recoverable from contractor towards the loss / damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into parallel contracts for the same period or any part thereof.
- 40) BHEL reserves the right to refuse / cancel the tender at any stage without assigning any reason.
- 41) BHEL reserves its right to refuse / engage the vehicle if the driver or the vehicle does not conform to any of the regulations of MV Act or APMV Rules or blacklisted contractor of BHEL, Hyderabad-502032.
- 42) This contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 43) The contractor shall submit his bills on 5th day of the following month. The trips will be authorized by CDC or transport pool authorities. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the party mentioned in R.C. Book on whose name it is registered.

- 44) The orders, notices or any correspondence to the contractor will be sent to the address furnished by registered post. This is deemed to have been served on the contractor, on date of report of delivery of such correspondence. The contractor shall carry out the orders without any delay.
- 45) Withdrawal of contract during the contract period will entail BHEL to encash security deposit, but also to appoint other transporter at the risk and cost of the contractor.
- 46) Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/S BHEL, R.C.Puram, Hyderabad – 502 032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.100/- to be purchased by the contractor at his own cost.
- 47) In case of any suit or other legal proceedings arising out of and relating to the contract to be entered into, the courts at Hyderabad / Secunderabad and Sangareddy in Medak District only shall have the jurisdiction.
- 48) Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
- 49) Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/CDC, CMM of BHEL. R.C.Puram, Hyderabad-32 or his authorized representative and whose decision shall be final and binding on both the parties.
- 50) The contractor should ensure that the 3 T capacity diesel forklift drivers shall meet the following:
 - (a) Minimum of 2 years' experience of driving vehicles with proof of valid license.
 - (b) To keep the vehicle neat and clean and maintain time.
 - (c) The driver shall not smoke / be drunk while on duty.
- 51) It is the responsibility of the contractor to arrange the No. of drivers depending upon the operational hours per day.
- 52) BHEL reserves the right to inspect Original or copies of RC / TC / Insurance Certificates / Route Permits / PUC Certificates, Load Test Certificates etc. of Forklifts and also, for its suitability, performance and condition for BHEL use from time to time and return such Forklifts which are not found suitable and shall be replaced immediately.
- 53) Once a hired Fork Lift and its documents have been approved by CDC Dept (s) that hired Fork Lift shall not be changed during the period of contract except its being defective in which case another hired Fork Lift of similar / matching specifications shall be provided by the bidder. The intimation of such change shall be given to the CDC Departments. Such replacement of hired Fork Lift will not be allowed unless document or replacement fork Lift are verified by CDC Dept (s) said hired Fork Lift is approved for further use by CDC Departments.
- 54) In case the Fork Lift is required to be taken out for major repairs or overhaul, the bidder should provide a substitute Fork Lift immediately in good condition, provided such Fork Lift is permitted to be given on hire. BHEL reserves the right to hire out Forklifts from else where if the substitute Forklifts are not provided in time. Any cost incurred on account of such hiring if in excess of rates agreed to be paid to the bidder by the Company under the contract, would be debited to the bidder who has failed to provided a substitute Fork Lift or carry out repairs in time.
- 55) The decision regarding acceptance or rejection of any hired Fork Lift offered by bidder shall remain with CDC Dept(s) and same shall be final and binding upon the bidder.

Penalties :-

BHEL, RCPuram will impose a penalty of Rs.1000/- (Rupees one thousand only) per day per vehicle for not supplying the Diesel Fork Lift on any day. The amount will be deducted from the running bills or from the security deposit.

In case the forklift comes under breakdown which has been properly & timely intimated, maximum of two days will be given to bring it in operation otherwise penalty as mentioned will be levied.

MEASUREMENT OF WORK AND PAYMENT THEREOF

- 1) A Measurement Book will be maintained in the BHEL by CDC Department located at 03 Annexe. 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 within two 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 Hiring of 3 nos. Diesel forklifts of 3 T capacity for handling of packing material for 250 operations per forklift from the date of award of Contract within a period of 1 year). 1 operation= 8 hours.

- i) Payments will be made to the contractor on pro-rata 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 Central Government shall be met by the contractor himself. BHEL will not reimburse the differential in rate of DA or Wages.
- 6) Payment will be made through NEFT within 30 to 45 days from the date of submission of your monthly Bills in triplicate to CDC Dept. together with the log sheet / challan / duty slip in original (First Copy) duly certified by the Officer of the Rank of Manager or above of the CDC Department to BHEL.

GUIDELINES AND STATUTORY PAYMENTS FOR SUBMITTING TENDERS FOR

WORKS AS PER EXISTING INSTRUCTIONS.

Refer BHEL Circular No. HR/IR/CL/DA/01.04.2012 dated 25.04.2012 regarding revised daily wages in respect of contract labour w.e.f. 01.04.2012, which is the basis for arriving minimum wages for contract labour in Rupees as mentioned below:

| <u>Category</u> | <u>Daily Wage Rate</u> | <u>Daily Unit Rate (Incl. Bonus, PF, ESI, DA incr., PPE, Uniform)</u> |
|-----------------|------------------------|---|
| SSW | Rs.383.30 | Rs.556.00 |

- 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 the 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.

EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Rs. 40,000/- (Rupees forty thousand 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.

Offers without EMD are laible for rejections.

One time EMD (lump sum amount) for exemption from payment of EMD is permitted.

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

- 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 receipt of award of contract, 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. 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.

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.

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/11/017

Date: 02.07.2012

TENDER NOTICE

ANNEXURE-E

Hiring of 3 nos. Diesel forklifts of 3 T capacities for handling of packing material for 250 operations per forklift from the date of award of Contract

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.

Ref No.: HY/CDC/OS/11/017

Date: 02.07.2012

ANNEXURE-F

PRICE BID SCHEDULE

PRICE BID

Work : Hiring of 3 nos. Diesel forklifts of 3 T capacity for handling of packing material for 250 operations per forklift from the date of award of Contract

| Sl. No. | DESCRIPTION - CAPACITY DIESEL FORKLIFTS | No. of forklifts | No. of operations per forklift in one year | Rate per operation of 8 hours | Total | |
|---------|---|------------------|--|-------------------------------|------------|----------|
| | | | | | In Figures | In Words |
| | | A | B | C | D=A*B*C | |
| 1 | 3 T Capacity Diesel Forklift. | 3 | 250 | | Rs. | Rupees |

NOTES

- 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 including royalties, terminal taxes, octroi duties, central or provincial excise tax, sales tax, cess and any other taxes leviable under the state or central government rules except service tax. Service tax shall be paid to the vendor after providing sufficient proof of its payment. Diesel will be provided by BHEL as and when required.
- Bidders have to give details of taxes and duties taken for arriving of the all inclusive prices for our reference only. However, this no way dilutes the clause mentioned above that the price quoted shall be all inclusive of taxes.
- Lowest quotation (L1) shall be determined on the basis of the total cost to BHEL only. Tender priorities will be decided taking the whole tender as one package but not item wise. Hence total value shall be indicated clearly in the offer. However, unit rate of item also should be mentioned as per the price bid schedule. Offers without unit rates mentioned therein shall be rejected.
- BHEL reserves the right to negotiate even with L1 tenderer, in case the overall L1 value quoted is not reasonable and/or to obtain Lowest reasonable rate.
- Only one tenderer i.e., L1 tenderer will be awarded the contract based on lowest value treating the whole tender as one package.
- Bidders shall quote the rates of items strictly as per unit of measurements mentioned in the price bid schedule.
- Prices quoted shall be valid for 90 days from the date of opening of techno-commercial bid.

8. Rates quoted in figures and words shall be identical. 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.
9. 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 himself during the period of contract.
10. The rate shall include all necessary personal protective equipment, like helmet uniform, shoes goggles, hand gloves etc for the workmen engaged by him.
11. 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.

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/11/017

Date: 02.07.2012

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, DUTIES AND ALL OTHER ALLOWANCES, STATUTORY BONUS AND DA (VARIABLE AT AN INTERVAL OF 6 MONTHS AS PER CENTRAL GOVT. NOTIFICATION) PAYABLE FOR ALL THE EMPLOYEES DEPLOYED AS PER LABOUR LAWS AND ARE FIRM DURING THE PERIOD OF CONTRACT. WE HAVE NEVER BEEN FOUND GUILTY BY A COURT OF LAW IN INDIA FOR ANY CRIMES OF FRAUD, DISHONESTY OR MORAL TURPITUDE. WE HAVE NEVER BEEN BLACK LISTED BY ANY BHEL UNIT OR ANY OTHER ORGANIZATION. WE UNDERTAKE TO ABIDE BY ALL STATUTORY AND REGULATORY REQUIREMENTS WHILE CARRYING OUT WORK AT BHEL RAMACHANDRAPURAM. WE AGREE TO ABIDE BY BHEL'S POLICIES AND ANY TERMS AND CONDITIONS THAT BHEL MAY ASK TO BE FOLLOWED FROM TIME TO TIME. WE AGREE TO HAVE ELECTRONIC FUNDS TRANSFER (EFT) FACILITY WITH THE BANK AND THE DETAILS SHALL BE SUBMITTED IN THE PRESCRIBED FORMAT.