

	Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. Phone : 0431 – 2571627, 1506,1597 E.mail : igv@bheltry.co.in Fax : 0431 – 2520212 Website : www.bhel.com CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS	AN ISO 9001 COMPANY
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Ref: Log/CCC/12/3011E

Dt.25.08.2012

To

Dear Sirs,

Sub: Two Part Open Tender inviting Technical and Price Bids to carry out the work of **Handling of MDD DUs** at Ward 8, 21 & 22 (Piping Centre fittings and Components Stores) BHEL Trichy-14 for a period of **One Year**.

Please submit your competitive offer for the above-subjected scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

- | | | |
|---|---|---|
| 01. NATURE OF WORK | : | Handling of MDD DUs at Ward 8 (Piping Centre fittings and Components Stores) BHELTrichy-14 for One Year duration as per the details given in the enclosed “WORK / RATE SCHEDULE” |
| 02. PERIOD OF CONTRACT | : | One Year from date of commencement of work. |
| 03. LAST DATE FOR RECEIPT OF TENDER | : | 10.30 AM ON 22.09.2012. |
| 04. DATE FOR OPENING OF TECHNICAL BID | : | 10.35 AM ON 22.09.2012. |
| 05. DATE/TIME OF REVERSE AUCTION/PRICE BID OPENING | : | The tenderers who are technically qualified will be called for Reverse Auction/Price Bid Opening.
The date/Time of Reverse Auction/price bid Opening will be intimated to the Qualified Tenderers separately. |
| 06. EMD | : | Rs.40,000/- (Rupees Forty Thousand only)
EMD shall be submitted by the tenderer in the following forms:-
I. Cash (as permissible under Income Tax Act) shall be paid in BHEL cash office and the Cash receipt (CR) shall be enclosed along with the tender.
II. Pay Order/Demand Draft drawn in favour of Bharat Heavy Electricals Limited/Trichy-14 (Payable at Trichy)
TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION |

07. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3.Safety Precautions, 4. Welfare conditions, 5.Safety Conditions, 6.OCP & 7.General terms & conditions, which are enclosed
- (b) Tenderer should furnish all the Technical Details asked in the “TECHNICAL BID”. Offers submitted with Incomplete and incorrect technical details will be liable for rejection.

- (c) The above documents as given in 07 (a) & (b) shall be duly signed and stamped in all pages and placed in a common **Sealed cover** duly **superscripting the cover “TECHNICAL BID”** and submitted in full in token of the acceptance of the same.
- (d) Tenderer should furnish the RATE in the enclosed tender “WORK / RATE SCHEDULE” and shall be duly signed and sealed in all pages and placed in a separate **sealed cover** duly **superscripting the cover “PRICE BID”** and submitted.
- (e) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover “EMD”**.
- (f) **Totally there will be 3 Separate covers. One cover for TECHNICAL BID, one cover for PRICE BID and one cover for the EMD.**
- (g) All 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the tender No.& Date and Due Date**.
- (h) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted.**
- (i) BELATED and incomplete offers will become liable for rejection.
- (j) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.

08. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the SUCH TENDER CAN BE REJECT AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

- (j) If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (l) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (m) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Terms & Conditions)

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons therefore.

Thanking you,

for Bharat Heavy Electricals Ltd.

(J. Ganapathy)
SM/CCC/Logistics
Stores Admin. Block, Near East Gate
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

Note: - The Tender shall be addressed to the above address.

“TECHNICAL BID”
TECHNICAL DATA SHEET - I

Sl. No.	<u>GENERAL DETAILS</u> DESCRIPTION	Documents Details	
		Enclosed	Not Enclosed
1.	EMD	DD No. _____ Date _____ Drawn from _____ Bank For Rs. _____ /Rupees _____ _____ only	
2.	Name of the firm		
3.	Owner of the firm		
2.	Status of the Company (Individual, Partnership, Proprietorship, Pvt Ltd, Ltd etc.) (Copy of the relevant documents should be enclosed such as certification of incorporation, partnership deed, demerger document as applicable etc.	Single Ownership () Private Firm () Partnership Firm () Public Limited ()	
3.	Documents to prove financial soundness of the Firm (Latest Profit and Loss account and Audited Balance Sheet or Annual report for the last 3 years) or IT returns for the last three years	Enclosed () Not Enclosed ()	
4.	Income Tax PAN Number (Enclose copy of PAN card.)		
5.	Service Tax Number & Date	Service Tax No.: Date	
6.	ESI Registration Document with Date	Enclosed () Not Enclosed ()	
7.	PF Registration Document with Date	Enclosed () Not Enclosed ()	
8.	Register of labour licence. (If applicable)	Enclosed () Not Enclosed ()	
9.	Contract copy along with successful completion certificate issued by customer for similar kind of work from Central/State Govt. company/PSU	Enclosed () Not Enclosed ()	
10.	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No.(Preferably Local Address)		

Note: Apart from furnishing the above details, copies of relevant documents/certificates certified by the Notary public should also be enclosed with this Technical Offer.

Place :
Date :

Signature of tenderer
with seal and full address

PRICE BID
“WORK/RATE SCHEDULE”
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

Scope	Approximate Qty	Rate (Excluding Service Tax)
1. Cleaning & Painting of Fittings (One Coat of Red Oxide Primer, One coat of Finish Paint on outside and applying rust preventive oil inside fittings.	4050 MTs	Rs._____ per MT (Rupees_____ only
2. Details of matter to write on Pipes, Aluminium Coils and Fittings are: Work Order (13 Character) Project Name (15 Character) DU (5 Character)	8,00,000 Nos.	Rs._____ per No. (Rupees_____ only
3. Manual Loading of Fitting on to the Vehicle	4050 MTs	Rs._____ per MT (Rupees_____ only
4. Manual Unloading of Fitting from Vehicle	4050 MTs	Rs._____ per MT (Rupees_____ only

NOTE:

- Tenderer must quoted for all the category of scope of work.
- L1 will be decided by the total value (sum of multiplication of rates with their respective quantity for all the category of scope of work).

RATE BASIS

- The rate quoted should be FIRM throughout the currency of the contract.
- The rate quoted here should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- Service Tax will be paid extra by BHEL on actual basis after submission of documentary evidence of having paid such tax by the contractor.
- As per the latest Service Tax rules amended, the service tax has to be paid to the statutory authorities by the contractor. The contractor shall produce the proof for having paid the service tax to the statutory authorities for the previous month and submit the proof to BHEL for payment along with the next month bill.

Date:
Place:

Signature of the Tenderer
with seal & full address

- (e) **Contractor has to ensure that all statutory payment as per Minimum Wages Act etc. to be taken care of while quoting. No other claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regards.**
- (f) **The quantum indicated above is only approximate and is liable to variation of plus or minus. BHEL shall not give any guarantee for minimum tonnage during the currency of the contract or any minimum load per trip.**
- (g) **The quoted Rate should be as per Work/Rate schedule only.**

DETAILS OF WORK INVOLVED

1. Manual Unloading of Fitting from Vehicle
2. Identification of fittings required for DD requirements
3. Cleaning and rust removal
4. Painting, stenciling of weight, DU, Qty
5. Offering to Inspection as a final product to BHEL Quality and Customer Quality Agencies
6. Bundling of Fittings Loading and dispatching to Shipping with relevant documents

Service Tax:

- For any service rendered, if the turnover exceeds 10 lakhs, the Service Tax has to be necessarily paid by the Contractor.
- The Service Tax may also be payable extra against documentary evidence. In case no indication is given in the offer about the applicability of Service Tax, BHEL will construe that Service Tax is applicable and accordingly, the evaluation will be done by them.
- The Vendors who are responding to this tender should clearly indicate their Service Tax Registration No. and connected details in their offer without fail.
- The Contractor is primarily responsible to pay such Service Tax to the authorities concerned.

SPECIAL INSTRUCTIONS

01. The log-book for day-to-day work executed during 8 hours/extra hours schedule should be maintained by the Contractor and the signature should be obtained daily from the Executive of BHEL daily. Piping Centre Stores will certify as per the contract to enable CCC/Logistics to forward the bill for payment to Accounts Department after verification.
02. Depending on the weight of material to be handled, crane with crew and tools and tackles whenever required will be provided by BHEL. In such cases, the tonnage handled by BHEL will be excluded from the scope of the Contractor and payment will not be effected for this quantum handled by BHEL.
03. Depending on the weight of material to be handled, crane with crew and tools and tackles whenever required will be provided by BHEL. In such cases, the tonnage handled will be excluded from the scope of the Contract and payment will not be effected for this quantum.
04. **The duration of the contract will be one year from date of commencement of work.**

Place:

Date:

Signature of the Tenderer
with seal & full address

05. All Consumables for executing the above works like cleaning, stenciling, identification etc will be supplied by BHEL.
06. The contractor will have to provide the required Personal Protective Equipments (safety shoes, hand gloves etc) to their workmen and cover them under PF & ESI and regulatory requirement.
07. For above subjected work there are average 10 workmen 1 Supervisor required daily. The number of workmen is indicative only and may vary (+/- 3 workmen) according to the work load.
08. The Contractor should report for work with his labours before 9.00 AM daily on all working Days of BHEL and whenever required should operate overtime or two shifts to complete the given assignment.
09. In addition to the minimum wages prescribed by the Govt. of Tamil Nadu, the following additional payment should be paid by the contractor as per the HR circular dt. 16.08.2011.
- | | |
|--------------|------------------------|
| Unskilled | : Rs. 2000/- per month |
| Semi Skilled | : Rs. 2300/- per month |
| Skilled | : Rs. 2500/- per month |
10. In case of Contract workmen engaged for less than a month, the additional payment should be paid on pro-rata basis.
11. It is responsibility of the contractor to cover their workmen under ESI and PF act. if contractor is not remitting PF for workmen, BHEL will remit the same and it will be deducted from the contractor's bill.

Place:
Date:

Signature of the Tenderer
with seal & full address

1. SPECIAL CONDITIONS –I
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

- 01. SCOPE OF WORK: - Handling of MDD DUs at Ward 8, 21 & 22 (Piping Centre fittings and Components Stores) BHEL Trichy- 14 for a period of **One Year**.**

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS

- 02.** The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
- 03.** The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.
- (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules. .
 - (b) The minimum wages Act 1948 and the related Tamil Nadu rules
 - (c) The payment of wages Act 1936 and the related Tamil Nadu rules.
 - (d) The Factories Act 1948 and related Tamil Nadu Rules.
 - (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952. ~
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923
 - (h) The Industrial Disputes Act 1947 and any other law, or modifications to the above or to the rules made there under from time to time.

04. REGISTRATIONS AND LICENCING

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- (a) Name of the Contractor
 - (b) Nature of Work
 - (c) Period of Work
 - (d) Number of maximum labour employed by him on anyone day.
 - (e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
 - (f) The labourer should be enrolled with PF , ESI and enrollment No should be furnished on finalization of contract.
- 05.** The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.
- 06.** The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

Place:
Date:

Signature of the Tenderer
with seal & full address

WAGES

07. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages applicable by Tamilnadu state government from time to time.
08. In addition to the minimum wages prescribed by the Govt. of Tamil Nadu, the following additional payment should be paid by the contractor as per the HR circular dt. 16.08.2011.
- | | |
|--------------|------------------------|
| Unskilled | : Rs. 2000/- per month |
| Semi Skilled | : Rs. 2300/- per month |
| Skilled | : Rs. 2500/- per month |
09. The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.
10. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge for each month.
11. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-
- a. Serial Number
 - b. Location
 - c. Period of Work
 - d. No. of Contract labour engaged during the month
 - e. No. of days worked
 - f. No. of Man – days worked
 - g. Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.
No wage increase is allowed during the contract period

REGISTERS AND RECORDS

12. The contractor shall maintain necessary documents I Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.
13. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

WORKING CONDITIONS

14. The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear I use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
15. The contractor shall ensure that his workmen vacate the premises after shift is over

NOTICES OF ACCIDENTS

16. In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

Place:
Date:

Signature of the Tenderer
with seal & full address

17. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

18. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.
19. The contractor shall regularly pay the amount by contribution i.e. employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
20. The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.
21. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable & paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made thereunder to the authorities concerned.
22. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
23. In case of non compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
24. The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
25. Non exercise of any of the powers or rights available under any law shall not in any way operate as waiver thereof.
26. **THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.**

Place:
Date:

Signature of the Tenderer
with seal & full address

2. SPECIAL CONDITIONS –II
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

- 01.** QUANTITY SHOWN IN THIS TENDER IS JUST FOR INDICATION. THE QUANTITY MAY VARY AT THE TIME OF EXECUTION.
- 02.** LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE SAME WILL NOT BE CONSIDERED BASED ON THE TENDER COMMITTEE RECOMMENDATION AND APPROVAL OF THE COMPETENT AUTHORITY.
- 03.** TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
- 04.** IF NECESSARY, CONTRACT MAY BE FINALISED THROUGH REVERSE AUCTION/PRICE BID OPENING BASED ON THE TENDER COMMITTEE RECOMMENDATION AND APPROVAL OF THE COMPETENT AUTHORITY.
- 05.** BASED ON TENDER COMMITTEE RECOMMENDATION, NEGOTIATION OR REFLOAT THE OPENED TENDER CAN BE DONE IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 06.** IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
- 07.** SOURCES CONTACTED IN THIS TENDER DOES NOT AUTOMATICALLY QUALIFY FOR CONSIDERATION JUST BECAUSE THEY ARE FOUND TO BE LOWEST IN THE TENDER. ANY SOURCE(S) MAY BE REJECTED WITH ASSIGNING PROPER REASON.
- 08.** IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND ACCORDINGLY SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT CAN BE INITIATED IF NECESSARY.

Place:
Date:

Signature of the Tenderer
with seal & full address

3. SAFETY CONDITIONS
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O : Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Date:
Place:

Signature of the Tenderer
with seal & full address

4. CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

1. The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF for each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
7. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety
8. Devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Date:
Place:

Signature of the Tenderer
with seal & full address

6. GENERAL TERMS & CONDITIONS
TENDER No: LOG/CCC/12/3011E Dt.25.08.2012

- 1. DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the AGM/CCC/Logistics to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of AGM/CCC/Logistics or person deputed by him for the particular purposes.
 - (f) BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Sr. Manager/CCC/Logistics authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2. HEADING TO THE CONTRACT CONDITIONS: -** The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/CCC/Logistics. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 5. PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

Place:
Date:

Signature of the Tenderer
with seal & full address

6. **ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

7. **COMPLIANCE TO REGULATIONS AND BY-LAWS :-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. **SECURITY DEPOSIT:-**

- (a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

- (b) **Security Deposit should be remitted only in the form of DD in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14**

Security Deposit shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.

EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

9. **REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 Months in 3 installments on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

Place:
Date:

Signature of the Tenderer
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- 10. ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
- 11. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/CCC/Logistics to act in his stead.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SR.MANAGER/CCC/Logistics or the OFFICER-INCHARGE, to receive instructions.
- The AGM/CCC/Logistics shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 12. LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
- 13. PRECAUTIONS AGAINST RISK:-** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/CCC/Logistics and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 15. LAWS GOVERNING THE CONTRACT: -** The contract shall be governed by the Indian Laws for time being in force.
- 16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -** BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

Place:
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If the Contractor shall:-

- (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- (b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
OR
- (c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- (a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- (b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- (c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- (d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/CCC/Logistics which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/CCC/Logistics or the same shall be recovered from the Contractor by other means.
- (e) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/CCC/Logistics whose decision shall be final and conclusive.

Place:

Date:

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18. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/CCC/Logistics or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/CCC/Logistics, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR. MANAGER / CCC/Logistics or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/CCC/Logistics, whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/CCC/Logistics, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

21. SUBMISSION OF BILLS BY CONTRACTOR:- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/CCC/Logistics separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- (a) Deviation from the items provided in the contract documents.
- (b) Extra items / new items of work.
- (c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

22. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the AGM/CCC/Logistics.

23. RECOVERY FROM CONTRACTOR:- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Place:
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- 24. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL may carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 25. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Sr. Manager/CCC/Logistics subject to prompt notification by the contractor.
- 26. ARBITRATION :-** All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/CCC/Logistics or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.
Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.
The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.
- 27. SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
- 28. STATUTORY REQUIREMENTS:**
- (a) All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
 - (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - (c) Contractor shall 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.
 - (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
 - (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Place:
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- 29. REGISTERS & RECORDS:** - The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 30. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 31. CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm, the contract may suspend or terminate based on the tender committee recommendation.

Place:
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