

Tender bids should be dropped in vendor complex

Bharat Heavy Electricals Limited
Ramachandrapuram :: Hyderabad – 502 032
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Name of the department : (M&S DEPARTMENT/ P&C)

TENDER INVITING NOTICE

Tender Inviting Notice No **M&S: P&C: 2010:28** DATE: 13.12.2010

Sealed tenders in two parts (Techno commercial & Price bids) subscribing the Tender Notice Number and name of the work will be received by **SR.DGM/ M&S (P&C), 02 Annexe, M/s BHEL, R.C.PURAM**, from the contractors satisfying the pre-qualification requirements indicated below and will be opened by the undersigned or his nominee in his office at BHEL, Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents on due date.

1. Name of the Work : **Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House and Engine Room - Qty : 604 OPERATIONS equal to 604 mandays.**
2. Earnest Money Deposit : **Rs. 10,000 /-**
3. Time of Completion : **12 Months**
4. Estimated Cost: : **Rs 244,016/-**
5. Maintenance period : **Nil Months**
6. Last date for Sale of tender document/ download : **03.01.2011**
7. Last date of receipt of tenders : **04.01.2011 upto 11.00 Hrs.**
8. Date and time of opening of tenders : **04.01.2011 after 13.00 Hrs**
9. Cost of tender documents : **Rs. 250/-**

Name & Address of bidder:

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

Note: all pages should be signed in the bottom of each page and then submit your bid

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

TENDER SCHEDULE FOR THE WORK OF “Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House – 604 operations”

TECHNO- COMMERCIAL BID (PART-I)

THIS IS AN INDIVISIBLE WORKS CONTRACT BUT THE CONTRACTOR SHALL QUOTE FOR ALL ITEMS WITH INDIVIDUAL RATES

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Remarks should be TYPED/ hand written on tender schedule only.** Any deviations / deletions/ additions etc. can be neatly typed on your letter head and can be enclosed with techno- commercial bid document.

To be filled up by the Bidder

AGENCY:

ADDRESS:

CONTACT PERSON:

PHONE/ FAX

MAILID:

Description

to be filled by the Contractor – No gaps.

1.	<p>Experience :: WORKS completed as per Pre qualification: “material handling/ cleaning/ loading/ shifting, or fabrication work ”</p> <p>furnish details : works carried out nature of work: Period of contract: Value of contract: Work executed in which year:</p> <p>1 work of Rs195,213/- 2 works of Rs 122,008/- each 3 works of each: Rs97606/-</p> <p>write down the works in opposite box also enclose copies of experience certificates</p>	
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2	PF CODE NO:	
3.	ESI CODE NO:	
4	PAN No:	
5.	Service Tax Regn.No if applicable	
6	Contract Duration: 12 Months	
7	Offer Validity- minimum 90 days from technical bid opening date.	
8	Tender cost Rs250/- Cash Receipt No/ Bankers Cheque No & Date	
9	EMD Rs10,000/- either in BHEL Cash receipt, DD/ BC Mention CR No if one time deposit with BHEL and validity	
10	Security Deposit clause: acceptance 10% of the contract value clause 8.	
11	<p>PRICE: The Tenderers should quote rates against the item.</p> <p>Contractor should take care while quoting unit rates: contractor labour rate comprising of daily unit rate consisting of daily wage rate, bonus@20%, leave wage, leaves, PF&ESI contributions , uniform, allowance Rs38.65 per day, DA future increase.</p> <p>SERVICE TAX : . The tenderer should bring out whether service tax is applicable or not in the opposite box. If service tax is applicable - credits arrived from taxes will be availed by BHEL</p>	
12	Quoted rate is firm during contract period.	
13	<p>PAYMENT TERMS: Progressive payment on prorata basis for the work completed in all respects and on submission of bill. Bill should be recorded in measurement book with full details of work carried out. Bill release may take 30/45 days.</p>	
14	“Instructions of the site engineer ” shall be followed through out the contract period :	
15	PENALTY: 0.5% per week or part there of upto a maximum of 10% of the contract value for not attending day to day work.	
16.	Acceptance of TERMS & CONDITIONS; obligations of the contractor, schedule of work, special conditions, & Model Contract Agreement terms and conditions etc.	
17	Decision of BHEL Representative shall be final in the matter of work inspection at any stage during contract period.	
18	All items will be carried out as per Annexure-1	

19	Annual turnover during last 2 years Rs 122,000/- per annum or can be averaged 09-10 08-09 Turnover certificate duly signed by chartered accountant should be submitted.	AMOUNT Rs Rs
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1. The above documents should be given along with the tender as otherwise, contractor's bills can not be processed and payments may be held up.
2. Techno commercial bids will be opened on the same day of receipt. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and their price bid will not be opened.
3. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same.
5. All the columns shall be filled with proper information.
6. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
7. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

Tender Notice No: M&S/P&C/2010/28 Dated: 13.12.2010

PRE QUALIFICATION

- I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.
 1. Registered / Reputed contractors are eligible, to tender for all the works as per first paragraph of NIT.
 2. Experience having successfully completed "Similar works" during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following.

Definition: **similar works:** Material Handling/ cleaning/ loading/ shifting/ fabrication work.

- a) One similar completed works costing not less than the amount of Rs1,95,212/-
 - b) Two similar completed works costing not less than the amount of Rs1,22,008/-
 - c) Three similar completed works costing not less than the amount of Rs97,606/-
3. Average annual financial turnover during the last 2 years, ending 31st March of the previous financial year, should be at least Rs73,205/-
 4. ESI code no. with proof of allotment.
 5. P.F.Code no. with proof of allotment.
 6. PAN number with proof of allotment.
 7. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
 8. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
 9. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
 10. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.
- II.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, Telecom,TPT, PD), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.
- (2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.
- III. NOTES:-
1. Period of contract shall be as mentioned above.
 2. Tenders are on two – part bid method (techno commercial bid and price bid).
 3. Tender documents can download from BHEL web-site <http://www.bhel.com/> tender Notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order or

Cash receipt obtained from BHEL Cash Office and separately enclosed to the technical bid.

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2010/28, Date: 13 .12.2010

1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **04.01.2011** for the work of “Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House and Engine Room” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in purchase co-ordination , behind cash office at F-gate. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto **03.01.2011**

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

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given.

If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of its corporate existence.

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

- a) Bankers cheque / Demand Draft.
- b) One time deposit available in BHEL, R.C.PURAM – should be with in validity date.

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

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

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

- i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI/Contract.

EMD shall not carry any interest.

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

4. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “1”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and

for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.

5. BHEL reserves the right to reject any tender or part there of or all the tenders with out assigning any reasons thereof.
6. Tenders not submitted in proper form or in due time will be rejected.
7. The offer shall be valid for a period of **90 days** from the date of opening of the tender.
- 8a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs	:	Rs. 1 lakh + 7.5% of the

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

- 8b. Security Deposit may be furnished in any one of the following forms.
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of scheduled banks, subject to realization.
 - iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
 - viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.

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

8c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

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

Annexure- C

TENDERER'S AND CONTRACTOR'S CERTIFICATE

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

Unskilled worker	-	Rs. 190.27 / Per day
Semi Skilled Worker	-	Rs. 208.38 /Per day
Skilled Worker	-	Rs. 228.80 /Per day
4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f 16.02 .2011. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus under the payment Act 1965 minimum : 20%.
5. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor, does not qualify for any other benefits..
6. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month.

Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.

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

TERMS AND CONDITIONS

- 1) 2 unskilled persons should be engaged during contract period.
- 2) Contractor should arrange tools to the workmen for the work concerned.
- 3) Guarantee period- Nil, since the work is removal of sludges and disposal only.
- 4) Contractor should obtain HR clearance for getting the bill payment.
- 5) Payment will be arranged in prorate basis for completed quantity and on submission of bill to P.D maintenance section.

ANNEXURE-A

DETAILS OF WORKS TO BE CARRIED OUT BY THE CONTRACTOR

for “ Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House and Engine Room - Qty : 604 Operations”

Main Activities:

- *Decanting of HFO Tanker
- * Decanting of HSD Oil
- * Sludge removal at Lube Oil Separator
- * Removal pf leftover HSD oil at Tanker area
- * Cleaning of Cooling Tower
- * Cleaning of Intake Filters
- * Cleaning of Water Drop Eliminators
- * Any other related works pertain to DPH

ANNEXURE-B

MEASUREMENT OF WORK AND PAYMENT THEREOF

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

1. The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.

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

Measurement of work will be as per Annexure-I (work schedule/ price schedule for the work of :
Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House and Engine Room - Qty : 604 TONS/ Operations

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

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL

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

- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B. STATUTORY

TOWARDS STATUTORY LIABILITY

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

- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the 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.

II) Special Instructions:

1. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the 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 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 after release of the work order once tender process is completed. 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 "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" [Ex. SDGM/M&S)] for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.

8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
11. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
12. If any information by documents submitted by the contractor are found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
13. In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
14. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-in-charge.
15. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.
16. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
17. If the contractor / his representative fails to attend when required for measurements, the Engineer Incharge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.

ANNEXURE-D

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. The contractor shall deposit an amount of Rs. (10% of contract value) 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. 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. Any matter arising out of or in connection with the agreement shall be under jurisdiction of SANGAREDDY/ HYDERABAD Court.
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 will commence on 16.02.2011 date and will remain valid for a period of **12 MONTHS** till 15 02.2012 date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be office of General Manager/ M&S (indicate place). The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.

Should be submitted in separate cover in sealed condition

PART-II

PRICE BID

ANNEXURE-I

Schedule of work for “Loading, Unloading of Fuels, Lube oils Sludges etc at 6 MW DG Power House ” in 2010-11 year.

S.No	Description of work	Qty	Unit	Rate Rupees	Amount Rupees
	Loading, Unloading of Fuels, Sludges And Lube Oils, etc at 6 MW DG Power House <u>SCOPE OF WORK includes</u> Decanting of HFO Tanker Decanting of HSD Oil Sludge removal at HFO Filters Sludge removal at Lube oil separator Leftover HSD Removal at tank farm area Cooling tower cleaning Cleaning of intake filters Cleaning of water drop eliminator and other related works pertain to DPH	604	opera tions		

TOTAL AMOUNT RUPEES :

Taxes if any

AMOUNT RUPEES IN WORDS: