

Bharat Heavy Electricals Limited
Ramachandrapuram :: Hyderabad – 32

TENDER NOTICE

Name of the department : **CMM-Stores Department**
Tender Notice No.2 : **HY/CMM-STORES/TENDERS/2015-16, Dt. 25.04.2015, Sl. No.2.**

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, "Shifting of Materials from 12 Stores to new Plate/Pipe yard outside factory area for the Year 2015-16".
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference will be received at this office Up to 11.00 AM on or before 03.06.2015 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download in the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below:
4. The salient features of the tender documents are as follows :
 - i) Notice inviting Tender.
 - ii) Instruction to Tenderer.
 - iii) General terms and conditions.
 - iv) Duties and Responsibilities of Contractor.
 - v) Manpower.
 - vi) Contract Work description.
 - vii) Pro-forma for offering technical bid.
 - viii) Special terms and conditions of Contract.
 - ix) Price Bid Format.
 - x) Declaration by Contractor.
 - xi) Period of contract.
 - xii) Failure to comply with contract.
 - xiii) Payment to Contractor.
 - xiv) Sub-contract.
 - xv) Statutory requirement.
 - xvi) Copy of agreement between BHEL & Contractor.
5. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs to 12:00 hrs from CMM-STORES Dept, BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.500/- only in the form of cash in the Cash Counter of BHEL, /RC Puram or crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".

6. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

(Signature & Designation of Official)

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1.0 NOTICE INVITING TENDER

- i. Tender Number & date : **Tender No.2: HY/CMM-STORES/TENDERS/ 2015-16, Dt. 24.04.2015, item Sl. No. 2**
- ii. Name of the Work : **Shifting of materials from 12 Store to new Plate/Pipe yard outside factory area for the year 2015-16**
- iii. EMD : Rs. 60000/-
- iv. Approximate Estimated value of work : Rs. 2566350/-
- v. Cost of tender documents : Rs. 500/- (if purchased from BHEL)
: Rs. 300/- (if downloaded from website)
- vi. Last date for sale of tender documents
(Mention date (DD/MM/YY)
& time Ex: 2.30 p.m.) : 02/06/2015 up to 1400 Hrs
- vii. Last date for receipt of tender
(Mention date and time) : 03/06/2015 up to 1100 Hrs
- viii. Date, time and place of tender opening
(Mention date, place and time) : 03/06/2015 at 1330Hrs in Vendor complex
- ix. Period of completion
(Mention duration of the
contract ex.2 months) : **12 Months from LOI**
- x. Maintenance period : NIL

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- i) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
- a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
- b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- d). Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.
- ii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- iii) Materials shall be shifted using appropriate vehicles based on requirement.
- iv) It is required to furnish VAT registration certificate issued by Commissioner, Commercial Taxes, TS Govt., and Service Tax registration certificate in respect of all works.
- v) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

2.1 INSTRUCTIONS TO TENDERER

- 2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
Part 'A': Techno-commercial Bid (*To be submitted in sealed cover enabling us to open on 03.06.2015*)
Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.
- 2.1.2 Part 'A' must be duly completed and super-scribed: "Part 'A' Techno-commercial Bid".
Tender No.2: HY/CMM-STORES/TENDERS/2015-16, Dt. 25.04.2015, Sl. No. 2. The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
- 2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part 'B' - Price Bid".
Tender No.2: HY/CMM-STORES/TENDERS/2015-16, Dt. 25.04.2015, Sl. No. 2.
- 2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.5 Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
- 2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.
- 2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.

- 2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.12 The price/rate should be quoted in figures as well as in words.
- 2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Senior Manager/Purchase, Co-ordn., BHEL, RC Puram, Hyderabad-32 so as to reach on or before 11:00 hrs on 03.06.2015. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 03.06.2015 at 1330 Hrs. the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 2.1.15 For any further details required, MGR/CMM-Stores, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182355 or 040-23184429
- 2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non payment of wages within time, non payment of ESI,PF contribution , payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,
- 2.1.17 PRICE BID - The tenderers are required to submit their quotation for the item listed in the Price Bid format given along with the tender documents after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- 2.1.18 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

2.1.19 The tenderer will be required to quote the rate (both in figures and words).

2.1.20 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less

2.1.21 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

2.1.22 Wherever it is quantity based work, including main work and sub-work, the tenderer should Quote his rates against each item /work (main as well as sub-work/item).

2.1.23 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

2.1.24 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

- 2.1.25 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.26 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.27 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.28 Tender document should be complete in all respects.
- 2.1.29 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.30 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.31 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
- 2.1.35 SITE VISIT:
- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, **position of materials and labour related procedures & practices**. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- c. The Bidder should inform the BHEL at least 5 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside T.S. State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- v) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- vi) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- vii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.

- 3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position.
- 3.1.7 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.8 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.11 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.
- 3.1.12 The Contractor shall have appropriate financial resources to handle the contracts. For this purpose, the eligibility of the contractor will be decided based on the Banker's Solvency Certificate provided by the Tenderer at the time of submission of Tender. The financial eligibility of the contractor will be fixed at ten times the value of the Solvency Certificate amount or 1.5 times the value of last turnover of the Tenderer, whichever is less. This eligibility will be considered on the cumulative value of all the Tenders which the Contractor participates.
- 3.1.13 In the event of any Contractor exceeding the Solvency Limit as fixed by BHEL under 3.1.12 above, while participating in Tenders floated in HPEP, it would be deemed that the Contractor does not have the requisite financial resources to execute further contracts. As such, the Price Bid (s) of such Contractor (s) in excess of the limit indicated in para 3.1.12 above, will not be opened and further participation in the tender would be treated as null and void.

3.2 EARNEST MONEY DEPOSIT:

- 3.2.1 An amount of Rs. 60000/- towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained
- 3.2.6 The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

3.3 SECURITY DEPOSIT

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. 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 amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	: Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

- 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- 3.3.3 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.
- 3.3.4 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 India Post such as National savings Certificates, Kisan Vikas Patras etc.

- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL
- 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 successful tenderer 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.

- 3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the tenderers are advised to take note of minimum payable to workmen.
- 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, prevailing at the time of payment or arrears thereof, declared Holidays, leave, TS Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill. **(if applicable)**
- 3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 TS Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions. **(if applicable)**

- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

3.5 MANPOWER:

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the

contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5. A SAFETY:

- (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

SAFETY PRECAUTIONS TO BE OBSERVED :

(A) VEHICLES: -

Vehicles carrying materials should have valid registration & insurance documents and must be produced on demand by BHEL Security Staff.

(B) MOVEMENT OF VEHICLES:

- (1) The vehicle should not travel at more than 20 km/hr in BHEL Premises.
- (2) The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- (3) In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- (4) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

(C) LOADING/UNLOADING:-

- (1) The loose pieces shall be bundled before loading on the vehicle by the consignor.
- (2) While loading/unloading appropriate slinging practice should be followed.
- (3) The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded/un-loaded. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop/stores officials. This will avoid the congestion or blocking of traffic in the gangways.
- (4) When reverse operation are undertaken adequate helpers should be engaged to control the movement.

(D) RESPONSIBILITY:

- (1) To protect the consignments from rains in warranting situations, transporters shall ensure tarpaulin covers to the consignments.
- (2) Compliance of all the safety precautions and other instructions required in road transportation e.g. flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- (3) Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.
- (4) The company will not be in any way responsible for any injury of whatsoever nature, loss of life or any other loss caused to the transporter workmen during the course of such loading/unloading work. The transporter will have to ensure compliance with the statutory regulations for vehicles.
- (5) BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons whatsoever.
- (6) The employees/persons of the transporter who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.
- (7) The transporters have to maintain their vehicles in good running condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV Act and subsequent amendments.
- (8) Security, Safety and Environmental Management Systems (EMS) and other Rules & Regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

(E) SECURITY, RULES AND REGULATIONS AT B.H.E.L.:-

The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL. In addition they should also observe rules and regulations of consignee / consignor. The transporter shall also ensure compliance with all statutory environmental regulations.

The transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the Company's Officers/Staff. In the event of any misbehavior, reported by the Officer concerned of BHEL, the transporter shall immediately withdraw such employee/persons from the work.

Transporter shall ensure valid R.C.Book and other relevant documents for the vehicles.

Transporter shall also ensure vehicle driver shall carry original HMV **Driving License** for verification by the Security, which is statutory requirement.

3.6 PERIOD OF CONTRACT

- i) The contract shall be, initially, for a period of 12 months from LOI
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.
- iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iv) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

3.8 A PAYMENT TO THE CONTRACTOR

- i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis (Billing will be on WEIGHT basis). The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.

- b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- ii. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period.
- iii. For all materials transported on account of BHEL, the freight shall be charged as per the agreed rates between BHEL and Transporter.
- iv. Acknowledgement has to be obtained by transporter after unloading the material from executing agency. Bills will be verified with respect to gate passes and weigh bridge slips. (payment will be made according to weightment slip recorded at the plate/pipe yard)

3.8. B. SUBMISSION OF BILLS:-

Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited. Payment of bills shall normally be made within 30 days of presentation.

The transporter shall submit the bills and other charges, if any, within 60 days from the date of delivery/ acknowledgement of the material. Payment of bills for delayed submission beyond 60 days shall be at the discretion of Manager Stores-CMM after due explanation is given by the carrier.

The following documents/ particulars shall accompany the bill.

- (a) BHEL, Hyderabad Purchase Order/ Work Order reference.
- (b) Gate passes and weigh slips

3.8. C. WEIGHT MEASUREMENT

(i) The weight shall be taken as per actual weighbridge record of BHEL

(ii) In all cases of incoming/out going consignments, weightment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the above weightment limited to amount claimed.

3.9 SUB-CONTRACTING

It is the normal practice that the contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

However hiring of vehicles and services from other agencies/transporters is permitted. In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only.

3.10 LAWS GOVERNING THE CONTRACT

- i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.11 LEGAL JURISDICTION:

- i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form - XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc.. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 4.9 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
- (ii) Annual Return in Form 6A along with Form 3A.
(till this procedure is discontinued by the PF authorities)
- 4.10 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register.
 - Any other documents / registers as required
- 4.11 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
- (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

- (iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.12 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- 4.13 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.14 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that “the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen”. Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.15 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.16 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.17 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.18 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.19 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.20 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL,

RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.

- 4.21 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.22 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
- | | |
|--------------------|-------------|
| (I) Leave Register | Form No. 15 |
| (II) Nomination | Form No. 25 |
- 4.23 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.24 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.25 **Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.26 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.27 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.28 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.29 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.30 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965,

Payment of Gratuity Act 1972 and other relevant Acts applicable to his workmen under this Contract.

- 4.31 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.32 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.33 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.34 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.35 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.36 The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.37 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.38 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.39 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.40 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.41 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.

- 4.42 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.43 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.44 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.45 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.46 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.47 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.48 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.49 **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, the dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

5.0 CONTRACT WORK DESCRIPTION:

SCHEDULE 'A'

Contract period is 12 Months from LOI

No. of persons required to be deployed for each vehicle:

- a) Driver (1 No.)
- b) Cleaner & Helper (2 Persons)

Sl No	Activities	Remarks (Breakup of No. of persons to be deployed)
1.	Lashing the loaded materials properly to avoid any accident/ damage	Driver+cleaner+helper
2.	Weighment of vehicle before and after loading similarly at unloading point also.	
3.	Shifting of material from different corners of BHEL, Hyderabad factory area to new plate/Pipe yard outside factory area	

6.0 OTHER TERMS & CONDITIONS

6.1 REQUISITION/ ORDER/NOTICE / COMMUNICATION TO TRANSPORTERS:

(i) The Requisition for vehicles for lifting the material to the transporters will be sent by e-mail or in writing to the address furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. **Vehicles shall be arranged within 48 hours for Trucks and 72 hours for Trailers on receipt of requisition from BHEL Officials/BHEL Suppliers / Sub-Transporters /BHEL Customers through letter / e-mail.** The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials). Requisition for vehicles for lifting the Material or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Ramachandrapuram, Hyderabad and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will be taken into consideration for further course of action.

(ii) Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.

(iii) Notwithstanding the above, BHEL reserves the right to accept or reject any particular offer or part of the offer without assigning any reasons thereof.

6.2 RISK PURCHASE

(i) In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment(s) as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer.

The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.

6.3 REPORTING OF VEHICLES/LIFTING OF MATERIALS:-

The vehicles shall be made available inside BHEL premises before 1200 Hrs.on any working day, so as to complete the loading operations and send the vehicles out of the premises by 1500 Hrs. on the same day. In case of reporting of vehicles beyond 1200 Hrs. on any day, the loading will be discontinued and resumed only on the next working day.

6.4 ENROUTE DOCUMENTS AND EXPENSES

If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractors and consignment got released and delivered in time.

6.5 CONSIGNMENT NOTE CERTIFICATION

It is the sole responsibility of the transporter to place and transport the BHEL materials in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL materials shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the transporter's account. Deployment of suitable vehicles as per their claim is the sole responsibility of the transporter.

6.6 TRAFFIC REGULATIONS & REQUIREMENTS:-

(i) It is the responsibility of the transporter to provide at his cost the required personnel for running the vehicles and shall ensure providing of vehicles of suitable size, capacity and quality, keeping in view of the Government regulations and in accordance with Motor Vehicle Act **1988** with latest amendments from time to time and for safety of transportation of the consignments to the destination.

(ii) All applicable documents including licenses or any other relevant authorisation from competent authority as required for running the vehicles as per Indian Motor Vehicle Act shall be obtained by the transporter at his own cost. BHEL, shall not have any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the transporter's responsibility. The transporter shall be solely responsible for any mishap such as accident, fire etc., enroute and consequences thereof, including legal consequences if any. The transporter shall be responsible for delivery in good condition of consignments booked through them.

6.7 FEASIBILITY STUDY

- (i) It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
- (ii) If specifically mentioned the Special Conditions of the Contract, the feasibility study charges shall form the part of price bid.
- (iii) The bidder is responsible for any penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the bidder.
- (iv) Vehicles should be fit in running condition and should give trouble free service. BHEL officials shall verify the R C Book & Licences etc. The bidder should indicate in their offer their vehicle's Registration Number with date of Registration.
- (v) BHEL reserves its right to refuse any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and APMV Rules.
- (vi) The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.
- (vii) The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

To reject any or all the tender.

To award the work in part.

To split the work amongst the required number of transporters.

conditions and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.

6.8 TERMINATION OF CONTRACT:

- (i) If the transporter fails or neglects or refuses to observe/perform any of the terms and conditions/obligations under the contract, BHEL may without prejudice to any other rights, terminate from this contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation of breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- (ii) If the transporter withdraws his offer after acceptance of the same or fails to start the work/quits the work, in accordance with the instructions of the Officer-in-Charge, the security deposit made by him will be forfeited.
- (iii) In case of detection of any malpractices during tendering process as well as execution process, action shall be taken as per BHEL disciplinary Rules & Procedures.

(iv) The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

(v) BHEL, Hyderabad shall have the option to terminate the contract without notice in the event of liquidation (voluntary or compulsory) of the contract or transporter or on the transporter becoming insolvent. Notwithstanding any thing contained above, the company reserves the right to terminate this contract if the transporter violates any of the terms & conditions of the contract agreement. In the event of any unethical practice being noted during the tenure of the contract BHEL reserves the right to terminate the contract without notice and the Security Deposit of the transporter will be forfeited.

(vi) Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in this tender.

(i) The Transporter shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.

6.9 EMD/SD of the bidder will be forfeited and terminated from the tender/contract if:

- (a) Canvassing in any form, in connection with the Tender.
- (b) All the information furnished by the bidder is taken to be authentic for evaluation of tender priorities. Any information furnished is found to be incorrect subsequently, at any later date or during the tenure of the contract.
- (c) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- (d) The bidder does not commence the work within the period as per LOI / Contract and irregular performance during the tenure of the contract.
- (e) **The transporter fails to place the vehicle for dispatch of materials for 4 times in 6 months during the contract period, when the indent is given.**

BHEL reserves the right to accept or reject any of the bid / all bids or cancel / withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL. Conditional tenders, tenders containing absurd or unworkable rates and tenders not in accordance with tender condition during the tender evaluation process shall be rejected.

If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

6.10 Penalty for Malpractices/Irregularities/Tampering with LR's, bills etc.,

(i) During the processing of the bills or at any time, if BHEL finds that transporter has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills/claims claimed by the transporter to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.

(ii) If there is a delay in putting vehicle even after 72 hrs of communication, a penalty of Rs. 1000/- day will be levied per vehicle.

(iii) In case of accident to the material during the en-route and insurance company doesn't pay the insurance amount due to above lapse or due to unsafe transportation and/or any other reasons attributable to the transporter. BHEL will recover the loss caused to BHEL from any pending bills/security deposits of the transporter pending with BHEL or through appropriate legal recourse. The transporter shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

6.11 SPECIAL NOTE

I (a) Transporter should carry the consignment complying with the applicable provisions of relevant MV Act/State Act. No payment on account of violation of MV Act/State Act will be payable except as mentioned in the Tender document.

6.12 INSURANCE

The contractor is responsible for safe delivery of the material at the destination and he shall ensure the insurance coverage. In case of damage / loss of material during transit, the contractor will be held responsible and compensate for any loss (Because of any mishap, accident enroute and consequences thereof including legal complications, if any).

In case of accident the transporter or his authorized representative shall arrange to submit the following:

- i) A copy of FIR lodged in police station of area concerned.
- ii) All accidents at any point shall be reported immediately to BHEL in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- iii) Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL officials Shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the contractors responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment and all loss shall be recovered from the contractor.

ANNEXURE I

Light Commercial Vehicle (L), Heavy Commercial Vehicle(H), Open Truck(H1), Taurus(T), Trailers(T1 and T2 only). (added terms)

I Light Commercial Vehicle – LCV(L) :**Materials having the following dimensions :**

Length upto 4.5 Meters

Width upto 1.8 Meters

Height upto 2.0 Meters

Weight upto 3.5 MT.

II Heavy Commercial Vehicle – HCV(H)**Materials having the following dimensions :**

Length 4.51 to 6 Meters

Width 1.81 to 2.0 Meters

Height upto 2.0 Meters

Weight from 4.01 MT to 6MT

III OPEN TRUCK (H1) :**Materials having the following dimensions :**

Length : Upto 6.00 Mts.

Width : 2.01 to 2.50 Mts.

Height : Upto 2.50 Mts.

Weight upto 6 MT

IV TAURUS (T):**Materials having the following dimensions :**

Length : 6.01 to 7.00 Mts.

Width : Upto 2.00 Mts.

Height : Upto 2.50 Mts.

Weighing from 8.01 MT to 15.00 MT

V TRAILER CONSIGNMENTS :

The basis for considering the Trailer consignments would be the Dimensions/Weight. Wherever the dimensions and weight are mentioned, the same are related to single case or single piece or single bundle unless otherwise specifically indicated. The vehicles like Comet, etc. are also treated as trailers.

V (a) TRAILER (T1) :**Dimensions:**

Length : 7.01 Mts to 12.00 Mts

Width : 2.51 Mts to 3.60 Mts

Height : 2.51 Mts to 3.00 Mts

Weight : 16.01 to 22.00 MT

V(b) TRAILER (T2):**Dimensions:**

Length : 12.01 Mts to 14.00 Mts

Width : 3.61 Mts to 4.10 Mts

Height : 3.01 Mts to 3.50 Mts

Weight : Above 25.00 MT to 35.00 MT.

AFFIDAVIT-CUM-UNDERTAKING

(to be submitted by the bidders along with their bid on non-judicial stamp paper of appropriate value duly notarized)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorised to submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I state that we (give name, address, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we (furnish details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc. including details of DIN Numbers in case of Directors and PAN Number in case of partners/proprietors, duly supported by self-attested copies of relevant documents).

3. I state and confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s /common Director(s).

4. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit.

DEPONENT

Solemnly affirmed and signed
Before me on this the__ day
of _____, 2014 at Hyderabad.

No Deviation Letter

This is to certify that I/We have read the terms and conditions of the tender and agree for all the conditions without exception including penalty clause, payment of security deposit, etc. We also confirm that non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection. We have also acquainted ourselves with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

UNDERTAKING

(On your company letter head)

To,
The MGR,
CMM-Stores,
BHEL, Hyderabad.

This is to certify that

- 1) My quoted rates are workable and I agree to lift all the materials allocated to me irrespective of place where they are in BHEL, Hyderabad factory .Security Deposit will be submitted accordingly.
- 2) In case of any Non-Compliance, BHEL may initiate disciplinary action as per company Rules.

Thanking You,
Price bid conditions

7-A TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work “Shifting of Materials from 12 Stores to new Plate/Pipe yard outside factory area for the Year 2015-16 against Tender No.2: **HY/CMM-STORES/TENDERS/2015-16, Dt. 25.04.2015, Sl. No. 2.**

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|----------------------------------|---|------------|
| 1. Notice Inviting Tender | } | (Part – A) |
| 2. Bid Application | | |
| 3. Bid Questionnaire – A | | |
| 4. Bid Questionnaire – B | | |
| 5. Declaration by Tenderer | | |
| 6. Instructions to tenderer | | |
| 7. General terms and conditions | | |
| 8. Specific terms and conditions | | |
| 9. Evaluation of price bid | | |
| 10. Scope of Work & Schedule-A | | |
| 11. Price Bid Format | | (Part – B) |

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am /We are in possession of independent PF/ESI Code. I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Strike out which is not applicable

Signature of Tenderer

PART - A**TECHNICAL BID - I**Tender No.2: **HY/CMM-STORES/TENDERS/2015-16, Dt. 25.04.2015, Sl. No. 2.**

Date:

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
 (If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date :

TECHNICAL BID - II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No.	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Bankers Solvency Certificate	YES / NO
08	Have you quoted rates for all the activities, as indicated in the price bid (Part - B)	YES / NO
09	Financial Turnover for preceeding three years duly certified by qualified Chartered Accountant: ex. 2012-13, 2013-14 & 2014-15	
10	Acceptance to participate in RA	YES/NO
11	Any other comments	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No.01, 03, 08 or 09 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer

Date:

(Incuse the department concern requires specific information same may be sought by modifying the above proforma appropriately)

7 - B SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. The transport contract is valid for one year from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.
- vii. Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
- viii. BHEL, Hyderabad may enter into a contract with One or Two transporters in the interest of continuity of work for which the L1 rates will be counter offered to next technically acceptable tenderer. However, minimum or proportionate distribution of load cannot be guaranteed. BHEL also to reserves the rights to negotiate L1 rate
- ix. BHEL may enter into contracts simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work.
- x. Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.

7-C PROFORMA FOR PRICE BID

PART B**PRICE BID****Nature of Work: Shifting of Materials****Estimated weight to be moved: 9505Ton (approximately)**

S. No.	DESCRIPTION	RATE/Ton	
		(In Figures)	(In Words)
1	Shifting of Materials from 12 Stores to new Plate/Pipe yard outside factory area for the Year 2015-16		

****Price quoted shall be inclusive of all taxes excluding Service Tax****Note:** Bidders are advised to quote their rate per ton.

Name of Contactor : _____

Addresses : _____

Cell No. : _____

Land Line No. _____

EVALUATION OF PRICE BID:

- i. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis
- ii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iii. **If, In the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee shall reject the tender of such L1 contractor and go for next lowest bidder. In case the rate of next lowest bidding also not viable the tender committee shall cancel the tender and advise for fresh tender.**

8.0 DECLARATION BY TENDERER

I, ----- , aged-----Yrs., S/o -----
,residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :
Place :