

	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant <b>Ranipet - 632 406</b> Tamil Nadu, India <u>CIVIL TOWNSHIP</u>	
	Phone:	04172-254602/254883
	Email :	vnswamy@bhelrpt.co.in

BAP:CTS:22/  
Dt. 12.09.09

To

Dear Sir(s)

Sub : Providing ceramic tiles flooring at living room, dining hall & passage in Township Qtrs - reg.  
Ref: Tender No.BAP:CTS:LT:08/2009-10 dt.02.09.09

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We herewith enclosed the tender document for the above work. You are required to submit most competitive offer in a sealed cover so as to reach Civil Township Office, BHEL/BAP/RANIPET-632 406 on or before 3.00PM on 07.10.2009. Tender received after 3.00PM will not be accepted. The tender will be opened by 3.00PM on the same day.

**THE SUCCESSFUL TENDERER IS REQUIRED TO START THE WORK IMMEDIATELY AND COMPLETE THE WORK WITHIN THE STIPULATED TIME.**

Name of work : Providing ceramic tiles flooring at living room, dining hall & passage in Township Qtrs.  
EMD Amount: Rs.1,00,000/- (EMD to be remitted in Pay Order or Demand Draft in any Nationalised Bank in favour of "BHEL/BAP/RANIPET").  
Date of opening : 07.10.2009 at 3.00 PM.  
Period of contract: FOUR MONTHS  
Maintenance period : SIX MONTHS

We hope to receive your offer on the due date of opening and in case you are not interested to quote, then you please state the reasons and return back the documents.

You will have to follow the Taxes & Duties as per enclosure in the heading of "Contract Conditions on Taxes & Duties" and "Annexure to "Contract Conditions on Taxes & Duties".

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You will have to follow statutory requirements such as minimum wages through out the contract period. Increasing the rates subsequent to opening of tender is not admissible and the tender is liable for cancellation. **The General Conditions of contract in force will also applicable for this tender (57 pages of booklet).** The rates quoted in the tender shall remain valid for a period of three months from the date of opening the tender.

BHEL will not be responsible for any loss/delay of document sent by post. BHEL reserves the right to accept/reject any/all tender without assigning any reason.

No deviation to the tender conditions will normally be accepted.

Thanking you,

Yours faithfully,  
For and on behalf of BHEL

(V NARAYANASWAMY)  
Manager/Civil Township

Encl: a/a

Cc to: Accounts Officer/Works  
Con file

**WORKS CONTRACT – VARIOUS STATUTORY REQUIREMENTS  
SPECIAL CONDITIONS:**

All the works contract in BHEL, will be governed by the following statutory regulations. The rate indicated in the schedule here include PF & ESI, etc

Since with effect from 01.11.1990 Provide Fund become applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. The contractor has to remit the PF dues of the workers before the submission of the running account bill.

You will have to make arrangement to fulfill the statutory requirements such as PF,ESI, etc. They all comply with the all statutory requirements including minimum wages declared by BHEL. On award of contract, they shall obtain necessary license under contract Labour Regulation and Abolition Act and Comply with the provision of the said Act.

The lists of number of employees who are to be engaged with details of their names, age, father's name, etc. and their daily attendance have to be maintained by the contractor.

The contractor has to ensure payment of statutorily prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.

Similarly the contractor should cover all his workers (including that of sub-contractor's workers) under ESI scheme. The contractor shall be asked to furnish along with the bill each month details in the following format for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.

Details of workers employed by the contractor for the month of .....

Sl. No	Name of The Contract worker	No. of days worked	Wages Paid for days worked	Amount of PF deducted	Amount of Payment of PF to authorities	Amount of Payment of PF to authorities	Voucher Ref (Copy attached)	Amount of ESI contribution paid	Voucher Ref (Copy Attached)

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The Tenderer has to furnish proper returns to the concerned statutory authorities.

The tenderer has to ensure that all the required information in the tender is to be furnished, failing which BHEL reserves the right to reject the offer.

The contractor has to submit Sales Tax Registration No., irrespective of the liability, if any.

The final payment will be released only on production of clearance certificate from PF,ESI and Assessment orders from the Commercial tax authorities concerned.

#### RATE SCHEDULE:

Before filling the rates the contractor is required to note the following.

The tenderers are advised to assess the correct, availability of men and materials facilities at site, prevailing site conditions, transportation routes etc. by visiting site and other places before submitting the quotations. BHEL shall not be responsible in any way for lack of contractor's knowledge for the same.

The rates quoted shall remain same whether said works have to be carried out in normal working hours on normal days or said works have been carried out beyond normal working hours and on Sundays & Holidays. No extra claim shall be entertained on this account by BHEL.

The contractor has to follow all safety regulations prevailing in the site. The contractor should take note of these situations. No extra claim on this account shall be entertained.

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AMENDMENT TO SECURITY DEPOSIT in General Conditions of contract SI.No.18 is follows. All other conditions remains the same as per General conditions of contract in force.

## 18. Security Deposit

18.1.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below.

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

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

18.1.2 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.
- i) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

- ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of contractor, A/C BHEL, duly discharged on the back.

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- iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contract not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).

- v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- vi) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl.No.(i) and (iii) above will be subject to hypothecation of 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.

18.1.3 Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

18.1.4 All compensation or other sums of money payable by the contractor.

All compensation or other sums of money payable by the contractor to BHEL, under the terms of this contract or under any other contract with BHEL, may be deducted from the security deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL on any account whatsoever against this contract or any other contract with BHEL, and in the event of his security deposit being reduced by reason of such deduction or sale as aforesaid, the contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security deposit has been so reduced.

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refundable only after the expiry of the maintenance period of six (6) months from date of completion of work as stipulated in the contract concerned.

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## CONTRACT CONDITIONS ON TAXES & DUTIES

1. The Tenderer shall have been Registered under Excise, Sales Tax, Tamil Nadu VAT, Service Tax regulations if applicable and provide a copy of such registration to BHEL as part of the tender document. In case of fresh registration/amendment thereon, the same shall be carried out before start of the work. PAN no shall be submitted as part the tender document.(copy to be enclosed)
2. Service Tax shall be paid by the service provider namely the Tenderer.
3. Required Tax Invoice as per the existing provisions to be issued in required parts duly signed by the Competent/Authorized Official of the Contractor to BHEL.
4. If due to deficiency in the document submitted, BHEL could not avail CENVAT, VAT Credit, the credit amount will be recovered from the amount due to the Tenderer .
5. If payment of statutory dues are not made in accordance with the applicable provisions of the relevant Act within the time specified and Penalty, Interest etc paid/payable by the Contractor, the same shall not be reimbursed by BHEL and the entire implication is only to be born by the Contractor. The Tenderer shall clearly indicate the rate of applicable taxes and duties for the work to be executed.
6. The Tenderer shall indicate all exemptions on account of thrushold limits or special notification under any stature. Any modification theron shall also be intimated immediately on changes.
7. The quote submitted shall include all taxes and duties of whatsoever in nature but exclusive of Service Tax which shall be quoted separately if applicable. The existing rate shall be quoted clearly. If reduced rates are applicable on account of material, labour if any the same shall be indicated clearly. After tender opening addition of any tax & duty is not admissible.
8. If any composition scheme is to be availed by the Tenderer, the all relevant terms and conditions shall be indicated clearly in the offer. The required compliance under relevant statue shall be carried out.

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9. Any statutory variation will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be born by the vendor only.
10. In the case of service tax, the documentary evidence for having paid the same to the Authorities shall be submitted along with subsequent bill, failing which BHEL will disallow the admitted amount in the earlier bill.
11. In case of exemption from the applicable works contract sales tax, required certificate from their jurisdictional Commercial Tax Authorities to be submitted along with their claim failing which works contract sales tax shall be recovered from their bill and remitted to the tax authorities. However the TDS certificate will be issued as per the provisions of the respective Acts. Once recovered any tax the same shall not be paid from the end of BHEL.

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ANNEXURE TO "CONTRACT CONDITIONS ON TAXES & DUTIES"

01)The tenderer shall quote a percentage above or below or at par in the bill of quantities statement (i.e after total estimated value). The percentage quoted shall be clearly written both in words and figures.

02) The applicable service tax percentage and service tax amount in Rupees shall be mentioned both in words and figures. The service head underwhich rate adopted also to be indicated. If service tax rate/amount is not furnished, BHEL will apply normal % for evaluation at its discretion and the same is final.

03) The total value of work shall be indicated both in figures and words clearly by adding/deducting tender %, service tax amount.

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	NAME OF WORK : PROVIDING CERAMIC TILES FLOORING AT LIVING ROOM, DINING HALL AND PASSAGE IN TOWNSHIP QTRS.
	<b>SPECIAL CONDITIONS OF CONTRACT</b>
1	<b>The tenderer shall quote a percentage above or below or at par, the rates shown in the Bill of quantities based on CPWD SOR 2007. The percentage quoted shall be clearly written both in words and figures.</b>
2	<b>The quoted percentage will apply to the individual items uniformly and few of the items may/may not be operated.</b>
3	<b>The above rates does not include PF &amp; ESI remittance. The tenderer shall quote inclusive of PF &amp; ESI contribution to their workers.</b>
4	The total value of this contract indicated here in is merely tentative and is liable to vary according to the needs of the BHEL without entitling the contractors to any compensation. Hence while quoting percentage, the tenderer shall take this contingency into account and offer their quotation.
5	<b>Cement, Reinforcement Steel, Structural Steel and AC Sheet will be issued at free of cost. The recovery for shortage/excess consumption quantity will be as below. Cement - Rs.6,325.00/MT, Reinforcement Steel - Rs.41,975.00/MT, Structural Steel - Rs.46,500.00, AC Sheet - Rs.140.00/Sqm.</b>
6	The rate excludes cost of Cement and Reinforcement steel.
7	Power, water and compressed air will be available free of charges from the nearest tapping point .The contractor should make necessary arrangement for tapping the same.
8	Safety precautions should be taken while doing the work. On written request safety belt, helmet.etc. will be issued on returnable basis.
9	You will have to pay wages to the workers as per minimum rates of wages for the employment in General Engineering and Fabrication Industry for the category of worker covering under Minimum Wages Act. The current minimum wages per day for USW is Rs.149.00.
10	All works shall be carried out as per standard specifications and instructions of Engineer-in-charge.
11	Other than the items mentioned above, if any additional item is necessitated during execution then the same offered percentage will be applicable with reference to CPWD SOR 2007 (or) observed data.
12	<b>The contractor have to follow all statutory requirements like PF ,ESI etc.,through out the contract period</b>
13	<b>The General conditions of contract in force shall apply to this contract. (57 Pages booklet)</b>
14	The contractor is required to engage a qualified supervisor to supervise the contract through out the contract period as laid down in the general conditions of contract
15	Cement adequacy is applicable as per CPWD SOR 2007 (or) observed data.
16	If any Employee/Labour working in the contract is found involved in corruption activities, the contract will be banned for applying for any future contract for 3 years.
17	<b>BHEL reserves the right of splitting the work as it discretion to two parties at the rate of 55% of the ordered quantity on L1 and balance 45% on L2 at the ordering rate of L1.</b>

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