



BHARAT HEAVY ELECTRICALS LTD
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI 620 014

Registered with Ack.
SSTP:ST:LT:OT: 01:2008
To

Dt.24.04.2008

Ten Parties (and also thru web site)

Dear Sirs,

Sub: collection and transportation of materials within SSTP by trailers as directed including loading and unloading operations (RM Stores and Disposal Stores) for the period of one year from the date of award of contract - Reg.

We are pleased to enclose the Tender No.SSTP:ST:LT:OT:01:2008 Dt.24.04.2008 for the above work.

Please quote your rates and return the same together with demand draft for Rs.1,00,000/-(Rupees One lakh only) drawn in favor of BHARAT HEAVY ELECTRICALS LIMITED, SEAMLESS STEEL TUBE PLANT, Tiruchirapalli 620 014. towards Earnest Money Deposit to the undersigned before 2.00 PM on 08.05.2008.

The tenders will be opened at 2.30 PM on 08.05.2008 in the presence of the tenderers who may choose to be present at the office of the SR. Manager/Stores/SSTP.

The undersigned reserves the right to accept or reject any tender either wholly or in part thereof without assigning any reason there for.

The special conditions of the contract attached herewith forms part of this tender and should be sent along with your quotation duly signed.

Tenderers are requested to satisfy themselves regarding the present local working conditions and facilities, before quoting the rates.

The tenderers should cover all their laborers under the Janatha Insurance Scheme. Documents in proof of this should be presented to BHEL:SSTP within 7 days from the date of receipt of acceptance order from BHEL:SSTP.

The tenderer should quote for all schedules positively otherwise the offer will be summarily rejected.

Contract will be awarded on over all L1 of all the 7 Schedules.

All safety equipments including helmet required for the laborers to carry out the works are to be provided by the tenderer at his cost.

Rules and regulations under the Provisions of contract labour (Regulations and abolition) act 1970 should be adhered to by the tenderers.

Tenders not accompanied by Demand Draft towards EMD will not be accepted
Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD.

(C.SUBRAMANIA BARATHIAR)
DY. MANAGER/STORES/SSTP

Annexure to our Tender No. SSTP:ST:LT:01:2008 DT.24.04.2008

SL No	Description of work	Area of operation	Total quantity. (MT)	Rate / MT	
				Rs.	Rupees in word
01	Movement of Steel Scrap Including Borings and Turnings and Tube / Pipe / Billet / Bloom Cut Bits from any place to any place within BHEL/SSTP by Trailers as directed INCLUDING LOADING AND UNLOADING OPERATIONS MANUALLY.	DISPOSAL STORES	11000		
02	Loading of Steel / Miscellaneous Scraps including Tube / Billet / Bloom cut bits into Trailer / Lorry as directed MANUALLY.	DISPOSAL STORES	250		
03	Movement of Steel Scrap including Borings and Turnings and Tube / Pipe / Billet / Bloom Cut Bits from any place to any place within BHEL/SSTP by Trailers as directed INCLUDING EITHER LOADING OR UN-LOADING OPERATIONS.	DISPOSAL STORES	1000		
04	Collection of Billets / Blooms cut bits from the AB Bay near the Shear as identified by Stores Segregating and stacking according to size wise and specification wise. (Manually)	RAW MATERIAL STORES	20000		
05	Movement of Raw Materials, Seamless Steel Tubes, Sub-Delivery Items, Cement, Refractories, Scrap wood, Consumables from any place to any place within BHEL complex by Trailer as directed INCLUDING LOADING AND UNLOADING AND STACKING (IUTV MOVEMENT)	RAW MATERIAL STORES	500		
06	Movement of Seamless Steel Tubes / Hollows / Fins / Other Items / from any place to place within SSTP by Trailers as directed.	RAW MATERIAL STORES	2500		
07	Unloading of Hollows / Tubes / Blooms with BHEL Crane (Providing Helpers)	RAW MATERIAL STORES	20000		
Total			55250		

DY.MANAGER/STORES/SSTP

ANNEXURE – I

SPECIAL INSTRUCTIONS

01. A Representative of the Contractor should be present during the working hours on all working days, to co-ordinate and organize the operations in all areas as per Schedules. He must maintain the Attendance data for labour and vehicles and get them signed by concerned Stores Personnel everyday at the beginning of the work.
02. The normal working hours is from 08.00 Hrs. to 16.30 Hrs. but the contractor may be asked to work beyond 16.30 Hrs. if required. Moreover in view of work requirements, they may be asked to come in shifts, on specific days or on all days.

REPORTING FOR WORK

All the vehicles and men should report for work at the beginning of shift timings as applicable.

03. For Item No. 5 only, a minimum Chargeable weight of 5 M.T. will be allowed.

04. Minimum Daily Vehicle Requirements

2 (Two) Prime movers & 5 (Five) Trailers (In case of break down or Otherwise, replacement of trailers should be arranged)

05. Trip Sheets are to be maintained on daily basis and duly signed by the concerned Stores Personnel.

06. Minimum Daily Manpower Requirements

26 Laborers.

07. On quite a number of occasions and especially during the last quarter, the handling tonnage will be more than the normal. To meet such exigencies, the Contractor must be able place additional Vehicles and men at short-notice. Therefore, the Contractor is advised to have sufficient vehicles and men to meet the above. No excuse on any account will be entertained.
08. The Vehicles and labourers in the Contract may be diverted or redeployed to any type of Schedule/ Work at the discretion of the Stores Officials. The Contractor should sufficiently keep such instructions to the men employed.]
09. No wage increase is allowed during the contract period.

DY.MANAGER/STORES/SSTP

ANNEXURE II

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

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

REGISTRATION AND LICENSING

03. Every contractor shall register his name with the Personnel & Administration Department of SSTP / BHEL before taking up the work awarded to him by giving the following information and getting a code Number.
 - a) The Name of the contractor.
 - b) Nature of contract work.
 - c) Period of work.
 - d) Number of maximum labour employed by him on any one day.
 - e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
 - f) The labourer should be enrolled with PF , ESI and enrollment No should be furnished on finalisation of contract.
04. The contractor employing 20 or more workmen shall obtain a licence from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This licence shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the licence number to the BHEL Management before taking up the work.
05. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

WAGES

06. The contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time.

07. The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.

08. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge for each month.

09. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-

- a) Serial Number.
- b) Location.
- c) Period of work.
- d) No. of contract labour engaged during the month.
- e) No. of days worked.
- f) No. of Man – days worked.
- g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

09.A. No wage increase is allowed during the contract period

REGISTERS AND RECORDS

10. The contractor shall maintain necessary documents / Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

11. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

WORKING CONDITIONS

12. The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.

13. The contractor shall ensure that his workmen vacate the premises after the shift is over.

NOTICES OF ACCIDENTS

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

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

COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

16. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.

17. The contractor shall regularly pay the amount by contribution ie.employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.

18. The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.

19. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made threunder to the authorities concerned.

20. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contactor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

21. The contractor shall abide by all the laobur and other laws applicable to contract labour / worker under this contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.

22. In case of non compliance of the provisions of the Acts and incase BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

23. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

DY.MANAGER/STORES /SSTP

ANNEXURE III

SPECIAL CONDITIONS OF CONTRACT

1) ORDERS UNDER THE CONTRACT

All orders, Notices, etc., to be given under this contract shall be in writing, type script or printed and if sent by registered post to the addresses given in the tender of the contractor, shall be deemed to have been served on the date when, in the ordinary post they would have been delivered to him. The contractor shall carryout without delay all orders given to him either in writing or orally.

2) DAMAGE AND LOSS TO PRIVATE AND INJURY TO WORKMEN:

The contractor shall, at his own expense, reinstate and make good to the satisfaction of the Dy. Manager / Stores and pay compensation for any injury, loss or damages occurred to any property or rights whatever including property or rights of BHEL (or agents , servants or employees of BHEL). The injury, loss or damage arising out of or in any way in connection with the execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL, (or any agents, servants, or employees of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

3) SECURITY DEPOSIT:

Rs.1,00,000 + 7.5% of the amount exceeding Rs. 10 lakhs. The same will be returned on successful completion of the contract.

4) LAWS GOVERNING THE CONTRACT:

This Contract shall be governed by the Indian Laws for the time being in force.

5) SUB-LETTING OF CONTRACTS:

If the contractor shall not assign, transfer, sub-let or attempt to assign, transfer or sub-let any portion of the work. If so, required, there shall be prior written permission from BHEL / S.S.T.P.

6) CANCELLATION OF CONTRACT FOR CONTRACTORS DEFAULT:

If the contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from Dy. Manager / Stores or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing thereunder, Dy. Manager / Stores may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, cancel the contract or items of work in default from the contract in which Case the Security Amount Deposited by the contractor shall be forfeited either wholly or in proportion to the unexpired period of the contract at the discretion of the Dy. Manager/ Stores. Whenever Dy. Manager / Stores exercises his authority to cancel the contract or items of work in the default from the contract, he may complete the work at the contractor's risk and cost provided always that in the event of the cost (as certified by Dy.Manager / Stores which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL. If the cost exceeds the amount due to the

contractor under the contract, the contractor shall either pay the excess amount ordered by Dy.Manager / Stores or the same shall be recovered from his pending bills, or Security Deposit or other means. In case, the BHEL carries out the work or any part thereof under the provision of these conditions the cost to be taken into account in determining the excess cost, to be charged to the contractor under this condition shall consist of the materials, hire charges of tools and plant and / or labourers provided by BHEL which an adoption of such percentage to cover supervision and establishment charge are to be decided by Dy.Manager / Stores, whose decision shall be final and conclusive.

7) CANCELLATION OF THE CONTRACT FOR CORRUPT ACT / FRAUD:

Any gift or offer of illegal gratification made by the Contractor, or others on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claim against the contract. If the contractor defrauds or tries to defraud the company by Submitting fraudulent claims by falsifying records or otherwise, this shall also render the contract void; apart from attracting legal actions.

8) TERMINATION OF CONTRACT:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, Dy. Manager / Stores reserves the right of terminating the contract without compensation to the legal heirs of the Contractor.

9) SPECIAL POWERS OF DETERMINATION:

If at any time, BHEL shall for any reason whatsoever not require the work to be carried out, Dy. Manager / Stores shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation or otherwise howsoever, on account of any profit or advantage which he might have delivered from the execution of the work in full, but which he did not derive on consequence of foreclosing the work.

10) DAMAGE / PILFERAGE OF MATERIALS:

The Contractor shall indemnify BHEL against loss, damage, breakage, shortage and pilferage of the materials while in his custody.

11) SUBMISSION OF BILL:

The Contractor at the end of each month shall submit bills in triplicate, detailing the work done by him during the period, supported by the relevant documents issued from time to time.

12) PAYMENT OF BILLS:

All payments to be made to the Contractor under this contract shall be made by "Crossed cheque" marked "A/c payee only" within 45 days time after the certification by Dy. Manager / Stores, at the State Bank of India/State Bank of Travancore etc., situated in Trichy.

13) RECOVERY FROM THE CONTRACTOR

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due to the contractor under this contract or any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

14) REFUND OF SECURITY DEPOSIT:

The Security Deposit for this Contract shall be refunded to the Contractor two months after the expiry of the contract, provided always that the Contractor shall first have been paid the last and Final Bill and have rendered a "No Demand Certificate."

15) STAMPING THE AGREEMENT:

The expenses of completing and stamping the Agreement shall be borne by the Contractor.

16) ARBITRATION:

All disputes, questions, matters and things touching or concerning the contract agree, shall be decided by the Additional General Manager and his decision shall be final and binding.

17) WORK TO BE CARRIED OUT:

The contract shall include all labour materials, tools, plant, equipments and transport which may be required for the execution of the work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

18) LABOUR

The Contractor shall remain liable for the payment of all wages or other moneys to his workmen or, employees under the payment of wages Act 1936, Employers liability Act 1938, Workmen's Compensation Act 1923, or any other Act or Enactment relating thereto and rules framed thereunder.

DY. MANAGER /STORES / SSTP