

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

Ref: BAP:CTS:22/

Date: 27.12.2008

To

Dear Sir(s)

Sub: MAINTENANCE OF HORTICULTURE & UPKEEPING WORKS IN TOWNSHIP FOR THE YEAR 2008-09 – reg.

Ref: Tender No.BAP:CTS:OT:01 /2008-09 dt.26.12.2008

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 3.00 PM on 19.01.2009. 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: MAINTENANCE OF HORTICULTURE & UPKEEPING WORKS IN TOWNSHIP FOR THE YEAR 2008-09.

EMD Amount: Rs.60,000/- (To be remitted in Pay Order or Demand Draft in favour of “BHEL, RANIPET” payable at SBI, MR PURAM (07013) Ranipet-6.

Date of opening: 19.01.2009 at 3.00 PM.

Period of Contract: ONE YEAR

Maintenance period: NIL

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.

The estimated value is exclusive of service tax. You will have to submit the Service Tax registration certificate to BHEL. You will have to remit the service tax and claim reimbursement from BHEL on production of necessary documents. If for any reason, tenderer has to pay penalty, interest on service tax, the tenderer has to bear such additional payment. The BHEL will pay only service tax at actual.

Your quoted rate is inclusive of cost of royalties, terminal taxes central or provincial excise tax, VAT, tax on works contract and any other taxes leviable under the State or Central Government Rules. The Bharat Heavy Electrical Limited will not entertain any claim in this regard.

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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

(N S GANESH)
Manager / Civil Township

Encl: a/a

Cc to: Accounts Officer/Works
Con File.

MAINTENANCE OF HORTICULTURE & UPKEEPING WORKS IN TOWNSHIP FOR
THE YEAR 2008-09.

PART-I : MAINTENANCE OF LAWN AND OTHER HORTICULTURE WORKS IN
TOWNSHIP PREMISES.

SPECIAL CONDITIONS OF CONTRACT

Maintaining the lawn, shrubs, hedges, shrub trees, Asoka, etc, lawn cutting, hedge cutting, weeds removing, mulching, watering, keeping the adjoining area neat and tidy, flower bed preparation, planting applying of manure, pesticides, fungicides, fertilizers periodically, clearing all the unwanted materials, dry leaves, debris, etc, are to be transported to specified places and trimming the bougainvilleas and other hedges provided around the fencing watering etc.

01. It is the responsibility of contractor in maintaining the lawn and other plants provided at different places in Township premises during the contract period and the same should be handed over to the department in good condition after the contract period. In case of damages to the plants and lawn, the contractor has to replace the same at his own cost.
02. Water required for watering the lawn and plants is to be drawn by the contractor from the nearest water point.
03. In case any water line damaged or wheel valve broken due to the negligence/defective operation, the cost of materials and labour charges will be recovered from the contractor's bills.
04. Materials required for this maintenance work will be supplied by BHEL at Civil Township store/stack yard at free of cost. The contractor has to make his own arrangements to draw these materials from stores as and when required and apply to various places wherever required.
05. In case the contractor fails to carry out the watering and maintain the lawn as per instructions of Engineer-in-charge, BHEL will be free to engage alternate agency and execute the work at the risk and cost of the contractor.
06. The dried up area of the lawn has to be made all right immediately and the dead plants to be replaced on top priority as instructed by the Engineer-in-charge.
07. The contractor is required to follow the Safety and Security Regulations through out the contract period.
08. It is the responsibility of the contractor to depute himself or his representative (Supervisor) to be made available at all times for day- to - day co-ordination, to receive instructions from the Engineer-in-charge and expedite the work from the labourers.
09. The contractor has to follow all statutory requirement throughout the contract period. 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 which will be informed by BHEL from time to time. The current minimum wages per day for USW is Rs.136.30 for the year 2008-09.

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10. **The contractor is required to pay paid weekly off to the labourers engaged in the work. The contractor has to give leave and leave wages as applicable and as prevailing in “Contract Labour Regulation and Abolition Act and minimum bonus to the labour engaged for this work as per Minimum Bonus Act. You will have to consider the above while quoting the rate.**
11. **The increase in minimum wages, if any, will have to be born by the contractor initially and the same will be reimbursed by BHEL as per actual and as applicable only to the labour as specified below for this work.**
12. **The General Conditions of contract booklet (57 pages) prevailing in BHEL/BAP shall be applicable to this contract for all the items.**
13. Rate quoted shall be firm throughout the contract period and your quoted rate is inclusive of cost of royalties, terminal taxes, central or provincial excise tax, VAT, tax on works contract and any other taxes leviable under the State or Central Government Rules and excluding service tax as applicable. The Bharat Heavy Electricals Limited will not entertain any claim in this regard (except service tax as mentioned below)
14. You will have to submit the Service Tax registration certificate to BHEL. You will have to remit the service tax and claim reimbursement from BHEL as per contract condition on production of necessary documents. If for any reason, tenderer has to pay penalty, interest on service tax, the tenderer has to bear such additional payment. The BHEL will pay only service tax at actual.
15. You will have to follow all labour laws like payment of minimum wages, PF & ESI through out the contract period, You will have to remit the PF amount in your own code and ESI in your own/Sub-code. Your bills will be entertained only after remittance of the PF & ESI amount and has to obtain clearance certificate from the Welfare Department of BHEL. The final bill will be cleared only after submission of clearance certificate from the authorities concerned.
16. **For item No.1, 3, 5 & 7 of part-I BOQ (Horticulture maintenance in Township). You will have to engage not less than 18 labours.**
17. **You will have to engage only existing / previous contract labours (18 labours) for this work.**

TOOLS AND TACKLES:

18. The required tools and tackles are to be arranged by the contractor at his own cost.

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PART-II: UPKEEPING WORKS AROUND TOWNSHIP QTRS & PUBLIC BUILDINGS.

SPECIAL CONDITIONS:

01. During the period of contract, the contractor has to arrange for up-keeping the areas by removing jungle as and when required by arranging sufficient labourers and tools & tackles required for the work to the entire satisfaction of Engineer-in-charge.
02. In case the contractor fails to carry out the work to the satisfaction of Engineer-in-charge, BHEL reserves the right to carry out the work at the risk and cost of the contractor and the decision of the Engineer-in-charge shall be final and binding on the contract.
03. The contractor has to carry out the changes as and when directed by the Engineer-in-charge to keep the area free from any jungle, etc throughout the period of contract.
04. The materials thus removed shall be collected immediately, disposed and burnt at the area indicated by the Engineer-in-charge, which is inclusive in the scope of contract and no extra payment will be made on this account.
05. The contractor is required to follow the safety and Security Regulations throughout the contract period.
06. It is the responsibility of the contractor to depute himself or his representative (supervisor) to be made available at all times for day- to-day co-ordination, to receive instructions from the Engineer-in-charge and expedite the work from the labourers.
07. The contractor has to follow all statutory requirements throughout the contract period. 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, which will be informed by BHEL from time to time. The current minimum wages per day for USW is **Rs.136.30** for the year 2008-09.
- 08. The contractor is required to pay paid weekly off to the labourers engaged in the work. The contractor has to give leave and leave wages as applicable and as prevailing in "Contract Labour Regulation and Abolition Act and minimum bonus to the labour engaged for this work as per Minimum Bonus Act. You will have to consider the above while quoting the rate.**
- 09. The increase in minimum wages, if any, will have to be born by the contractor initially and the same will be reimbursed by BHEL as per actual and as applicable only to the labour as specified below for this work.**
- 10. The General Conditions of contract booklet (57 pages) prevailing in BHEL/BAP shall be applicable to this contract for all the items.**

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11. Rate quoted shall be firm throughout the contract period and your quoted rate is inclusive of cost of royalties, terminal taxes, central or provincial excise tax, VAT, tax on works contract and any other taxes leviable under the State or Central Government Rules and excluding service tax as applicable. The Bharat Heavy Electricals Limited will not entertain any claim in this regard (except service tax as mentioned in SL No 12 page No 4).
12. You will have to submit the Service Tax registration certificate to BHEL. You will have to remit the service tax and claim reimbursement from BHEL as per contract condition on production of necessary documents. If for any reason, tenderer has to pay penalty, interest on service tax, the tenderer has to bear such additional payment. The BHEL will pay only service tax at actual.
13. You will have to follow all labour laws like payment of minimum wages, PF & ESI through out the contract period, You will have to remit the PF & ESI amount in your own code. Your bills will be entertained only after remittance of the PF & ESI amount and has to obtain clearance certificate from the Welfare Department of BHEL. The final bill will be cleared only after submission of clearance certificate from the authorities concerned.
14. **For item No.1 of Part-II BOQ (Up-keeping works in Township). You will have to engage not less than 9 labours.**
15. **You will have to engage existing /previous contract labours (9 labours) for this work.**

TOOLS AND TACKLES:

16. The required tools and plants have to be arranged by the contractor at his own cost.

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BHEL:: BAP:: RANIPET-6

WORKS CONTRACT – VARIOUS STATUTORY REQUIREMENTS
SPECIAL CONDITIONS:

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

Since with effect from 01.11.1990 Provident 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 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 Sl.No.18 is follows. All other conditions remains 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
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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BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET-632 406

TERMS AND CONDITIONS FOR THE TOWNSHIP ANNUAL MAINTENANCE CONTRACT

- 1.0 This contract for doing maintenance work in the TOWNSHIP area of BHEL/RANIPET-632 406 shall be for a period of 12 Months from the date of commencement of the works. The date of commencement of the work will be reckoned from the date of issue of letter of indent/Handing over of site.
- 2.0 This contract is purely on temporary license basis and it is subject to extension/renewal solely at the option and discretion of the Management of BHEL/RANIPET.
- 3.0 The Management of BHEL shall be at liberty to terminate the contract by issuing one month notice period to the contractor. But whereas unsatisfactory performance and non-compliance with any of the terms and conditions of the contract by the contractor the Management of BHEL shall have the right to terminate the contract forthwith without prior notice and the EMD/Security Deposit paid by the contractor shall stand forfeited.
- 4.0 The contract shall not be assigned or sublet without the written approval from BHEL.
- 5.0 The contractor is bound to act as per the Security and safety regulations of the Factory/Township in force from time to time. No extra claim on account of safety and security regulations will be entertained.
- 6.0 Compressed air, electricity and water if required will be provided free of cost from the nearest tapping point and it shall be the responsibility of the contractor to provide extension with all pipe fittings, cables required up to the work spot observing all safety regulations.
- 7.0 The contractor shall take all precautionary measures for executing the work and issue suitable safety equipment to the workers.
- 8.0 The minimum wages Act, 1948 and related Tamil Nadu Rules is applicable. However the daily wages should not be less than the minimum wages paid by BHEL for their casual workers doing and engaged in similar or equal or same nature of work. If the contractor fails to pay the monthly wages within 7 days of start of every month to the labourer(s)/worker(s) the minimum wages indicated by the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer(s)/workers(s) from his (Contractor's) bills or deposit(s) payable to the contractor, after making due enquiries and establishing the claim(s) of the labourer(s)/worker(s). The contractor shall not be entitled to any payment or compensation on account of any loss that he (Contractor) may have to incur on account of the action as aforesaid. Before the action as aforesaid is enforced a notice in writing to the contractor shall be issued by the Engineer-in-charge to pay the wages. If the contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

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- 9.0 That the unit rates fixed under this contract are firm for the entire period of the agreement and is not subject to any variation during the period of contract.
- 10.0 All maintenance works which requires the shutdown of power, water supply, sewage/ drainage flow will be intimated by the contractor to the Engineer-in-charge 3 days in advance. It shall be the responsibility of the contractor to arrange the men and material required for the work. The failure on the part of the contractor to employ adequate number of persons and to use adequate quantity of materials required for the work resulting delay in resuming power, water supply sewage flow will be treated as breach of the terms and conditions under this agreement and will entail termination forthwith.
- 11.0 The Management of BHEL shall have the right to withhold payment or make recoveries from the bill or from his Security Deposit in respect of any loss or damage caused or occurred in respect of the properties of BHEL under the terms and conditions of this agreement or by any statutory regulations.
- 12.0 The contractor shall by himself or through his employees perform the said work and for any negligence of the service by the contractor or for any loss or damage caused or occasioned by him or by his employees to the property of BHEL then the contractor shall make good the loss forthwith.
- 13.0 The Management of BHEL shall allow the contractor to store his accessories and other materials, free of charges at the place selected by the Management, subject to the conditions that the contractor will, at his own cost, erect the necessary structure for the same and keep the place so allotted to him and its surroundings in a neat and tidy manner in accordance with the conditions laid down by the Management of BHEL from time to time.
- 14.0 The Management of BHEL will not hold responsibility for the loss/ theft of properties of the contractor kept the BHEL premises.
- 15.0 Within 30 days of the due fulfillment of the contract or within 30 days of the termination of the same, the contractor shall hand over possession to the Management of BHEL in good conditions the site, duly dismantling the structure and clearing away all unwanted materials, failing which the Management of BHEL shall have the power to dismantle the structure and take possession of the site without any obligation to the contractor for any damages and the cost of removing the structure shall be payable by the contractor.

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- 16.0 The contractor shall either himself supervise the executions of the work and /or shall appoint a competent person approved by the BHEL authorities to act on his behalf. The contractor or his authorized representative shall be in attendance at the premises, during all working hours and shall supervise the execution of work.
- . Without prejudice to any rights under this agreement if the contractor dies, BHEL authorities shall have option to terminate this agreement without any liability whatsoever to contractor.
- 17.0 On account of default of the contractor and failure on the part of the contractor to act as directed by Engineer-in-charge within the reasonable time as decided by the Engineer-in-charge and if BHEL has to execute the part of the work included in the contract then the work will be executed at the risk and cost of contractor and the cost of work executed plus 30% as departmental charges will be recovered from the contractor bill. Any further correspondence/claim by the contractor will not be entertained.
- 18.0 Every employee of the contractor shall carry the identity card, issued by the company at all times within the Factory area and shall produce the same for inspection by Officer/Security personnel of the company. It shall be the responsibility of the contractor to obtain the identity cards for the workers.
- 19.0 If the contractor so desires to avail pocket lunch to his workers from BHEL canteen he can avail by purchasing canteen coupon books at the rate of Rs.3/- per coupon or the rate prevailing from time to time
- 20.0 Every person engaged by the contractor for work at Company's premises shall be deemed to be the contractor's employee and no such employees shall have any right or claim against the company.

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