

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING AND SYSTEMS DIVISION

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Phone: 040-23185049, Cell : 9441263054 e-mail : roots@bhelhyd.co.in

TENDER NOTICE

Name of the department : Project Engg & Systems Division -Engg

Tender No. : PESDE/2011-12/01/R01

Dated : 01.11.2011

Sealed Tenders in two part bid procedure are invited by the SDGM / PE&SD Engg, Bharat Heavy Electricals Limited, RC Puram, Hyderabad-502032 for execution of "Operation of the job of Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments for 2011-12" as detailed in the enclosed Annexure A. The tenderer should have valid labour license, PF, ESI codes, Permanent Account Number (PAN), Sevice Tax Certificate number (STC) etc. STC is a must for contracts above Rs 5 lakhs.

1.	Name of work	:	Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments for the year 2011-12
2.	Sale / closure of Tenders	:	10.10.11 to 04.11.11 09.00 Hrs. to 13.00 Hrs.
3.	Last date for receipt of tender	:	05.11.11 upto 11.00 Hrs.
4.	Date and time of tender opening	:	05.11.11 at 14.00 Hrs.
5.	Period of contract	:	12 Months from the date of awardal of contract.
6.	Approx. Estimated Value of work	:	Rs. 43,97,120/- (excluding Service Tax)
7.	Earnest Money Deposit (EMD)	:	Rs. 1,00,000/-
8.	Cost of the tender document	:	Rs.250/- (non refundable).

SR.DY.GENERAL MANAGER/ PE &SD Engg

To:

M/S.....

Contractor code No.(BHEL issued No.).....

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PRE QUALIFICATION / Important to Note

- I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. **In case the agency fails to enclose the following documentary proof with tender, the tender will be liable for rejection.**
- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- ii) Experience of having successfully completed similar works (Dak Distribution/ Documentation Handling/ Customer Hospitality etc.) during last **7 years** ending the last day of month previous to the one in which applications are invited should be either of the following.
- a) Three similar completed works costing not less than the amount equal to 40% of the Estimated cost.
- Or
- b) Two similar completed works 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.
- II) **STATUTORY CODES:**
- 1) ESI Code.
 - 2) P. F.Code No.
 - 3) Labour licence (Central / State Government) should be submitted before commencement of work.
 - 4) PAN No. (In case not available, proof of having applied with Acknowledgement from concerned authorities)
 - 5) Service Tax Certificate Number, in case applied for Service Tax Regn, proof of having applied with acknowledgement from Concerned authorities) (STC is a must for contracts above Rs.5 lakhs).
 - 6) Offer without EMD will be rejected.
 - 7) Payment shall be made through EFT (Electronic Fund Transfer). Hence, necessary formalities should be completed in consultation with Finance / F&S prior to entering into an agreement.

TENDER SUBMISSION

Bidders shall submit bids in two parts as per **two part bid** procedure.

First part shall contain '**Techno- Commercial bid**' for the '**Contract for Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments**' for

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one year with effect from date of awardal of contract as per scope. The 'Techno- Commercial bid shall placed in one (first) envelope and shall be sealed and super scribed as **Techno-Commercial Bid' for the Contract for Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments for 2011-12- PESDE /2011-12/01– Due date for opening: 05.11.11'** and should contain all papers except Price Bid. Tender Due date for opening shall be clearly super scribed on it.

Second part shall consist of only '**Price bid**' for the '**Contract for Dak Distribution/ Documentation Handling / Customer Hospitality etc. of various Engineering Departments'** for one year with effect from date of awardal of contract as per scope. The '**price bid**' shall be placed in one (second) envelope and shall be sealed and super scribed as '**Price Bid for the Contract for Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments for 2011-12- PESDE /2011-12/01 – Due date for opening: 05.11.11'** and should contain only the price bid. Any other information in price bid will not be considered. Tender Due date for opening shall be clearly super scribed on it.

Both the above two envelopes shall be kept into another cover and sealed. The cover shall be super scribed with **QUOTATION for the Contract for Dak Distribution/ Documentation Handling / Customer Hospitality etc. of various Engineering for 2011-12– Due date for opening: 05.11.11'** .

The Offer shall be **sent by registered post** to the below given address to reach on or before **11.00 Hrs. on 05.11.2011** or can be dropped in **tender box** provided at Vendor Complex behind admin building, BHEL Ramachandrapuram, Hyderabad-502032 on or before **11.00 Hrs. on 05.11.2011**. BHEL is not responsible for any postal delay. The Techno Commercial Bid will be opened at **14.00 hrs on 05.11.2011**.

Tender offers are to be addressed to:

**Sr. Manager, CMM Purchase Co-ordination Cell,
Vendor Complex, Adjacent to Admin Building,
BHEL, Ramachandrapuram,
HYDERABAD 502032**

III. NOTES:

1. Period of contract shall be one year from the date of award of contract.
2. Tender is on **Two part bid method**. (Techno Commercial and Price Bid).

IV The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.

General Terms :

1. Tender forms (containing the detailed schedule of activities to be carried out) can be obtained from **10.10.2011 to 04.11.2011** from the office of the SR.DY.GENERAL MANAGER/PE & SD Engg., Engg. Bldg., Ground Floor (inside the factory) BHEL, Ramachandrapuram, Hyderabad-502032 between **09.00 Hrs. & 13.00 Hrs.** on all

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- working days. An amount of Rs.250/- should be paid for each tender form in BHEL cash office through a "pay-in-slip" supplied by the office of the undersigned.
2. The cost of the tender forms will not be refunded and the tenders are not transferable under any circumstance.
 3. The contractors may satisfy themselves by thorough study of scope of proposed job work by visiting the work site. There shall not be at any time dispute / complaint of any nature regarding scope of work and interpretation after awardal of job.
 4. Bidder should sign all pages of this technical specification and submit along with technical bid as a token of acceptance of all the clauses. Deviation, if any may be brought out in an exclusive deviation format.
 5. The successful tenderer shall execute an agreement valid for a period of twelve (12) months .
 6. Tender documents can also be downloaded from BHEL website [http:// www.bhel.com](http://www.bhel.com) tender cost should be payable even if it is download from BHEL website.
 7. Typical activities (Total: 11) to be done by each worker in individual sections are mentioned in Annexure-A. L1 offer will be decided based on The Total Contract Value for 302 Operations quoted in the price bid.
 8. Section wise deployment of man power is indicated in Annexure-B.
 9. **The Contractor shall pay his/ her workers minimum daily wages as per guide lines issued by BHEL from time to time. The minimum wage payable at present is Rs.327.65/- per day. Besides paying workers wages for the days they have worked , Contractor shall also pay his/her workers wages for holidays applicable for BHEL (except Sundays) and also for Leave period (workers are eligible for one day leave for every twenty days of working) , Bonus @ 20%, contribution of PF etc @ 13.61% and ESI @ 4.75% , Uniform, PPE. BHEL Circular no. HR/IR/CL/UR/2011 dated 17.05.11 indicating Unit Rates payable is enclosed herewith for the guidance of Contractors. However it is to be noted that BHEL will pay the Contractor only for the actual work done. Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor, contractor shall anticipate such hike and quote in the tenders. Service tax will be paid extra against documentary evidence.**
 10. Incase the workforce is engaged on overtime by the Contractor, they have to be paid double the wages by the contractor.
 11. Tenders will be opened by SDGM, PE & SD, Bharat Heavy Electricals Limited, RC Puram, Hyderabad 502032 on the date and at the place afore mentioned. The tenderer or their agents can be present at the time of the opening of the tender to attest overwriting or corrections if any, in the presence of the tenderer who may be present at that time. The tenders shall be submitted in prescribed form as detailed in the tender document.

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12. The operation of this tender shall be subjected to approval of BHEL High Power Committee.
13. The following documents are to be submitted along with tender in two different covers.
 - Part-I, Part-II with EMD proof and without rate column filled i.e. Technical cum Commercial Bid in one cover.
 - Proof of payment of cost of tender document to be submitted in technical bid.
 - Part-II with EMD proof and with rate column filled i.e. Price Bid in another cover.

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TECHNO COMMERCIAL BID (PART-I)

Job work : Dak Distribution / Documentation Handling / Customer Hospitality etc. of various Engineering Departments for 2011-12 for one year with effect from date of awardal of the contract.

Tender No : PESDE/11-12/01/R01

Dated : 01.11.2011

Contractor should furnish the following information here

CONTRACTOR NAME : _____

ADDRESS : _____

Phone/Mobile No. : _____

1. PF Code: : _____

2. ESI Code : _____

3. Labour Licence & Validity : _____
(If submitted for renewal copy of acknowledgement is to be enclosed)

4. PAN No : _____

5. Contractor Code No. (BHEL issued No.) _____

6. Service Tax No. (copy to be enclosed) _____

7. **EXPERIENCE** : _____
Work details : _____

Value of work : _____

Year/s in work executed : _____

Firm Name : _____

Turnover : _____

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8. **Tender Cost** : Rs.250/- (non refundable).

CR / Bankers Ch. No.	Date	Amount Rs.	Name of the Bank

9. Earnest Money Deposit : Rs.

CR / Banker's Cheque /DD No.	Date	Amount Rs.	Name of the Bank

10. Acceptance of penalty clause and deposit clause :

11. TERMS OF PAYMENT : Progressive for the work completed:

12. Acceptance for WORK COMPLETION in 12 Months : _____

13. Acceptance to undertake all activities as per Annexure-A:_____

14. Acceptance to obey all clauses like minimum wages
Payment to contract labour as per R&A 1970 act. : _____

Documentary support should be enclosed for the above points with offer for verification.

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TERMS AND CONDITIONS :-

1. The work content will be as indicated in Annexure-A.
2. Unit rate given is final and firm during contract period.
3. Labour licence can be obtained from labour department
4. Guarantee period- Nil, since the work is only for day to attending of various activities.
5. Contractor should obtain HR/IR clearance for getting the bill payments.
6. Contractor should pay minimum wages to the contract labour engaged during contract period as per the minimum wages R&A-1970 act
7. Payment will be arranged on prorata basis only for the work completed. Bill should be submitted to SR.DY.GENERAL MANAGER/PE & SD Engg./ CONCERNED OFFICER
8. Any future wage raise on account of DA Increase/ Wage revision by AP Government/ Regional Labour Commissioner (Central) from time to time during entire contract period shall be met by the contractor himself. **BHEL will not reimburse the differential in rate of DA or Wages. Tenderer shall anticipate such hike and quote in the tenders.**
9. Contractor should commence the work immediately once obtained labour permission from HR/CISF. Any delay in execution will attract penalty @ **0.5%** per week on the total contract value to a maximum extent of ten **(10)%**.
10. **SAFETY:** Contractor shall provide personnel protective equipment to the labour engaged and should see that they will wear while on duty.
11. The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
12. In case of occurrence of any accident/ injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of health of workers under statutory obligation.
13. Above mentioned work shall be executed in accordance with the general agreement conditions applicable to job works as per OMI-195 and provisions of model contract.
14. Upon awardal of the work, the contractor has to execute an agreement (terms and conditions – Model contract) with BHEL on a non- judicial stamp paper worth of Rs 100/- purchased by the contractor, before commencement of work.

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SECURITY DEPOSIT CLAUSE :-

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

CONTRACT VALUE		% SECURITY DEPOSITE OF CONTRACT VALUE
Upto Rs.10 lakhs	:	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	:	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

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

Security Deposit may be furnished in any one of the following forms

- a) Cash (as permissible under the Income Tax Act)
- b) Pay Order, Demand Draft in favour of BHEL.
- c) 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 the contractor, A/C BHEL, duly discharged on the back.
- 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.
- v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

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FULL DETAILS AS PER PRICE BID

- i) Payments will be made to the contractor on prorated basis at frequent intervals after satisfactory completion of work on the basis of work carried out by him.
- ii) All payments will be subject to deduction of income tax at source as per Income Tax Rules.
- iii) Service tax will be paid extra against documentary evidence.

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CONTRACTOR'S OBLIGATIONS

- a) Contractor shall supervise the work to be carried out by his employees.
- b) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- c) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- d) Contractor should issue appropriate appointment letters to his employees.
- e) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- f) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- g) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual worker to carry out the job nor shall sub-contract the job without prior written permission.
- h) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- i) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- j) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, Cap shall be integral part of the uniform.
- k) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- l) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

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- m) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- n) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- o) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II. STATUTORY

TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

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- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount as mentioned in this tender document as security with BHEL in the form of pay order /bank guarantee / FDI in the name of contractor A/c – BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of **SANGAREDDY/ HYDERABAD** Court.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence within a week of award of the contract and will remain valid for a period of **twelve Months from the date of award of the contract**.
9. Contractor shall obtain complete bio-data of the labour , employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department / IR Section through the executing officers before commencement of the work.

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10. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B { Rule 25 (VIII) & 81 (3) to HR Department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
11. The contractor shall attend to all inspections notified / conducted by the HR Department , Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
12. Non-compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.
13. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
14. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
15. The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees.
16. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion the company shall be final in regard to all matter arising in this clause.
17. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
18. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.

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19. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise conform to the provisions of the said act in regard to such accident.
20. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD-502032.
21. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
22. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
23. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
24. The contractor shall provide the required safety equipment to labours engaged by him.
25. Contractor shall issue "Employment Card" as per statute to all the labour covered under the job work contract.
26. The contractor shall be responsible to settle any grievances of the labour deployed by him.
27. Whenever the term "CONTRACTOR" is used , it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
28. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves, the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
29. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
30. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.

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31. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/ pending bills.
32. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
33. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
34. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy(Medak Dist.) A.P only shall have the Jurisdiction.
35. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
36. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
37. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
38. Nothing contained in the contract agreement and its conditions shall be deemed preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
39. 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 arbitrator to be appointed by the head of the Unit. The award of the arbitrator to be binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The award to be given by the Arbitration 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.
40. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the

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dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be office of General Manager/(I). The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.

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I. General Instructions/ Obligations of the Contractors :

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender "for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
3. Tenderers shall read carefully the instructions and directions to parties tendering, the conditions of the agreement and all other relevant documents before tendering rates for the work. The nature of works in general and the number of the workers to be deployed to execute the work is given in the " Annexure- A & B". Irrespective of the actual day-to-day requirement of the labour to execute the above works, the workers shall attend to the duties regularly on all working days of the office. This information is given with a view to enable the tenderer to quote his rates for each unit of measurement of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood, that the Bharat Heavy Electricals Limited does not accept any responsibility for the correctness or completeness of this schedule and for the continuity of the work and that the schedule is liable to alterations by commissions, deductions or additions at the discretion of the accepting authority. SDGM/ PE & SD reserves the right to reject / cancel any tender or part there of or all the tenders without assigning any reason.
4. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
5. Tenderers have to quote their rates in the PRICE BID legibly written in figures and words and those not submitted in proper form are liable for rejection.
6. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
7. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of

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progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.

8. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.
9. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
10. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
11. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
12. BHEL reserves the right to terminate the contract at any stage without assigning any reason.
13. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
14. On receipt of the work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7th during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7th of every month are to submit a wage register for the previous month duly signed by the contract executing officer by indicating workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each worker, Contract executing officer signature. By 15th of every month contributions shall be made through bank challan, if delayed, the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days.
15. Contractor is wholly responsible for injuries/ death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss/ damage to the person arising out of accident for performing the contractual obligations.
16. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
17. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Ramachandrapuram, Hyderabad.
18. The contract agreement shall be entered with BHEL, Ramachandrapuram, Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.
19. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any Person engaged

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by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

20. Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/ PE & SD of BHEL, Ramachandrapuram, Hyderabad-502 032 or his authorized representative whose decision shall be final and binding on both the parties.
21. In case of any suit or other legal proceeding arising out of and relating to the contract to be entered into the courts at Hyderabad/ Secunderabad and Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.
22. The contractor should abide by the company's CISF Security/ safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
23. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
24. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
25. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of labour.
26. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
27. The labour employed by the contractor, if found in abetting any of fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of state and Central Governments.

28. **Earnest Money Deposit :**

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of Earnest Money Deposit shall be as per tender schedule. Bidder shall pay the Earnest money along with his offer.

EMD is to be collected in cash (as permissible under Income Tax Act) by our cash office, Pay order or Demand Draft only. Pay order or Demand Draft should be drawn in favour of "Bharat Heavy Electricals Limited, RC Puram/ Hyderabad" and payable at banks located in Hyderabad.

EMD by the Tenderer will be forfeited as per Tender Documents if

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.

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- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

EMD will not carry any interest

29. **Penalty clause :** 0.50 % of the gross value of work will be levied for every week's delay (will count from the day of obtaining permissions) by the agency subject to a maximum of 10 % value of the work for the above work.
30. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

ANNEXURE- A

Name of the Job Work:- Dak Distribution/ Documentation Handling/ Customer Hospitality etc. of Various Departments.

ACTIVITIES TO BE PERFORMED:

A	B	C
Activity no.	Activity Type	Dak Distribution Points
	I	Dak Distribution
1	Section	With-in 250 Mts Distance
2	Intra Dept	250 Mts to 500 Mts Distance
3	Inter Dept	500 Mts and more Distance
	II	5- S activities
4		Filing Activities
5		Xeroxing,Copying, Fax etc.
6		Dusting & Cleaning of all Furniture Chairs and other Equipments Computer and Accessories etc.
7		Storage of files & Retrieval of files in the Racks / Almirahs etc.
	III	Customer Hospitality
8		Preparation of tea to the customers(Intl & Extnl)
9		Tea & Snack Distribution
10		Serving Drinking Water
11		Cleaning of Utensils, Cups etc.

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ANNEXURE- B**Section wise deployment of Man power**

Sno.	Name of Dept.	No. of workers
1	EM Engg	2
2	HE Engg	2
3	OFE Engg	2
4	PE&SD	9
5	Pumps Engg	2
6	SG Engg	1
7	TC & GT Engg	10
Total:		28

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PART-II
PRICE BID

Sl. No.	No. of Units per Operation *	No. of Operations # per Year	Rate per Operation	Contract Value for 302 Operations
1	28 Units	302		

* Note: 1. One unit is equivalent to 8 Unskilled Manhours/ day

2. One Operation is equivalent to 224 Unskilled Man hours/ day.

3. Service Tax will be paid extra against documentary evidence.

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Bharat Heavy Electricals Limited
Ramachandrapuram::Hyderabad-32
(Human Resource Management)
Inter Office Memorandum

From: K.Prakash Kumar, Sr.Manager/HR-IRX	To: All Contract Executing Officers Through : H.O.D Shri
No.: HR/IR/CL/UR/2011, Dated 17.05.2011	Designation: Shop/Dept :

Sub: Various Elements to be considered while finalising the Job/Works Contracts-Reg.

In order to ensure uniformity in implementation of various statutory provisions and various BHEL allowances applicable to the Contract labours engaged by various Contractors the following elements may be considered in addition to the tender conditions while finalising the tender process in terms of Role Model Contract system with effect from the dates mentioned below:-

Sl.No.	Particulars	USW	SSW	SW
01	Daily Wage Rate w.e.f. 01/09/2010	305.83	335.48	363.60
02	Corresponding increase for Leaves & Holidays coverage w.e.f 01/09/2010 (18+11) on Sl.No.1 x 29/302	29.37	32.22	34.92
03	Employer contribution towards PF & ESI on Sl.No.1 & 2 x 18.36%	61.54	67.51	73.17
04	Bonus @ 20% (Rs.3500 x 12x20%/302)	27.81	27.81	27.81
05	Uniform Rs.1000/-per year (2 pairs with stitching charges and one cap)	3.31	3.31	3.31
06	PPEs (3% on daily wage rate as on 01/10/2010)	9.44	10.33	11.17
07	Unit Rate w.e.f. 01/09/2010 (Sl.No. 1 to 6)	437.30	476.66	513.98
08	Daily Wage Rate w.e.f.01/09/10 (Sl.No.1)	305.83	335.48	363.60
09	Increased DA Points on 01/10/2010 37 points=37x6.20/26	8.82	8.82	8.82
10	Daily Wage Rate w.e.f 01/10/2010 (Sl.No.8+9)	314.65	344.30	372.42
11	Corresponding increase for Leaves & Holidays coverage w.e.f 01/10/2010(18+11) on Sl.No.9 x 29/302	0.85	0.85	0.85
12	Total (Sl. No.9 + 11)	9.67	9.67	9.67
13	Employer contribution towards PF&ESI on Sl.No.12 x 18.36%	1.77	1.77	1.77
14	Daily Unit Rate w.e.f. 01/10/2010(Sl.No.7,9,11,13)	448.74	488.10	525.42
15	Expected DA increase w.e.f 01/04/2011 (last two average increase points (70+37=107x6.20/26/2)	12.75	12.75	12.75
16	Unit Rate w.e.f. 01/04/2011 (sl.No.14+15)	461.49	500.85	538.17

Contract Executing Officers shall ensure the above. This has the approval of the Competent Authority.


(K.PRAKASH KUMAR)
SR.MANAGER/HR-IRX

CC: All HODs

**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD – 32
(HUMAN RESOURCE MANAGEMENT)**

From
A M VARMAN
Sr.DGM / HR-IRX

To
All Contract Executing Officers

*Sri, T. Sambasiva Rao / SDGM
PED*

No. : HR/IR/CL/DA/10
Dt.: 24.08.2011

Sub : Revision of Dearness Allowance and Increase in Daily Wage Rate to workforce engaged by various Contractors – Reg.

Consequent upon the increase in Dearness Allowance (D.A.) communicated by Regional Labour Commissioner (Central) vide memorandum no. 47(1)/2011-C2. Dated 06.04.2011, applicable to our Unit with effect from 01.04.2011, Daily Wage Rate payable to Contract Labour stands revised as given under:

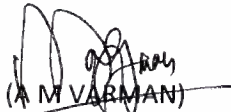
Revised Daily Wage Rates with effect from 01/04/2011			
Category	USW	SSW	SW
Rates	327.65	358.30	388.42

Note: The above amounts are arrived at after considering "BHEL consolidated wages" payable to contract labour working in BHEL and revised D.A. as notified by Regional Labour Commissioner (Central).

The Contract/Job Executing Officers are requested to ensure that Contractor pays the 'Daily Wages' as shown above to their Workforce w.e.f. 01/04/2011. Payment of arrears from 01/04/2011 to till date for the difference in wages along with PF & ESI contributions may also be ensured. In case, the Workforce is engaged on overtime by the contractor, they have to be paid double the wages. The Workforce are also entitled for Holidays which are applicable to BHEL and 1 day Leave for every 20 days of working and payment of Bonus.

PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution.. Further, Contractor shall pay 12% PF, 1.61% Administrative charges and other contributions related A/c towards PF and 4.75% towards ESI as Employer's contributions. The Contractor shall remit the above contributions as arrears payment in the relevant challan A/c No. of PF, etc. Contractor shall also provide Uniform, Shoes and other Personal Protective Equipments (PPEs) wherever applicable to their Workforce.

Since the anticipated D.A. hike is being considered in the unit rate, any increase in rate of D.A. shall not be reimbursed to the Contractor. Contract Executing Officers are requested to include requisite clause in the tender documents to enable Contractor to quote accordingly.


(A M VARMAN)
SR. DGM / HR-IR

Copy to :

All GMs/ HODs/DROs	---	for kind information.
AGM/ HR-IR	---	for kind information.
AGM / FINANCE	---	for kind information with a request to communicate to all concerned Finance Executives

*Informed Mr U.P. Kumar to
send diff in DA.
9/8
29/8/11*