

BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt of India Undertaking)  
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)  
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(Logistics)

TENDER NOTICE

Name of the department: LOGISTICS  
Tender Notice No : HYLOG1516GL01

Date: 07.10.2015

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, "Grouping & Loading operations in Logistics".
2. Sealed quotations in single cover consisting of three inner sealed covers (containing EMD, Technical bid as Part A and Price bid as Part B) super scribing the Name of work, and Tender reference will be received up to 11.00 AM on or before 28.10.2015 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at vendor complex at 1.30 PM on the same date and further information if any may be obtained from the Logistics-Contracts office.
3. The tender documents are available in the Web Site of BHEL [www.bhel.com](http://www.bhel.com). Those who wish to download in the same may do so. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below:
4. The salient features of the tender documents are as follows :
  - i) Notice inviting Tender
  - ii) Instruction to Tenderer
  - iii) General terms and conditions
  - iv) Duties and Responsibilities of Contractor
  - v) Manpower
  - vi) Contract Work description
  - vii) Pro-forma for offering technical bid
  - viii) Special terms and conditions of Contract
  - ix) Price Bid Format
  - x) Declaration by Contractor
  - xi) Period of contract
  - xii) Failure to comply with contract
  - xiii) Payment to Contractor
  - xiv) Sub-contract
  - xv) Statutory requirement
  - xvi) Copy of agreement between BHEL & Contractor
5. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs. and 15:00 hrs. from Logistics Contracts Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs. 500/- only in the form of cash in the Cash Counter of BHEL, /RC Puram or crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".

**(Sr. Engineer/Logistics-Contracts)**

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## 1.0 NOTICE INVITING TENDER

- i. Tender Number & date: HYLOG1516GL01
- ii. Name of the Work: Grouping & Loading operations in Logistics
- iii. EMD: Rs. 1,00,000/-
- iv. Approximate Estimated value of work: Rs. 48,81,300/-
- v. Tonnage: Approximate annual loading is 20,000 MT for the next twelve months which may vary on depending on various factors.
- vi. Cost of tender documents: Rs. 500/-
- vii. Last date for sale of tender documents: 2:30 PM 26.10.2015
- viii. Last date for receipt of tender: 11.00 Hrs date 28.10.2015
- ix. Date, time and place of tender opening: 13.30 hrs. at Vendor Complex, BHEL RC Puram, Hyd.  
On 28.10.2015
- x. Period of completion: 12 months from commencement of work. The contract may be extended by another 12 months by mutual consent with the same terms & conditions.

## 2.0 PREQUALIFICATION REQUIREMENTS:

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

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

OR

- b. Two similar material handling completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

- c. One similar contract material handling completed works stated costing not less than 80% of the estimated cost.
- d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

**\*Material handling work will be considered similar works.**

- iii) The bidder, if a public sector unit (PSU) should submit the declaration as per Annexure-I for ownership of one 3 MT Forklift & one 5 MT Forklift. In addition to Annexure-I, other bidders should submit the proof of ownership of one 3 MT Forklift & one 5 MT Forklift by submitting the self-certified photocopy of RC. Ownership should be in the name of
  - a) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.
  - b) Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.
  - c) The manufacturing or registration date of the Forklift should be after 01.01.2010.
  - d) The driver should have a valid License.
  - e) The Original RC should also be presented as when required by BHEL during technical scrutiny.
- iv) The bidder should submit the proof of loading or unloading of single indivisible consignment weighing at least 40 MT.
- v) The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- iv) Valid ESI Code Number and P.F. Code Number
- v) It is required to furnish Service Tax registration certificate in respect of all works.
- vi) PAN (In case not available, proof of having applied with acknowledgement from concerned authority).

## 2.1 INSTRUCTIONS TO TENDERER

- 2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
- Part ‘A’: Techno-commercial Bid  
Part ‘B’: Price Bid
- 2.1.2 A) Cover ‘1’ – shall be super scribed as “Tender Enquiry No. HYLOG1516GL01 Earnest money deposit”. The cover shall contain EARNEST MONEY. One time EMD for exemption of EMD with each tender is permissible with prior approval from BHEL. Copy of one time EMD Certificate is to be enclosed. Central/ State PSUs/ Government depts. can be exempted from submission of EMD subject to prior approval from BHEL.
- B) Cover ‘2’ – for Technical & Commercial Bid (Sealed covers) Part ‘A’ must be duly completed and super-scribed “Tender Enquiry No. HYLOG1516GL01 Part ‘A’ Techno-commercial Bid”. The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL’s Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
- 2.1.3 Cover ‘3’ – for Price Bid, Part ‘B’ must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed “Tender Enquiry No. HYLOG1516GL01 Part B – Price Bid. Cover ‘4’- this cover shall contain Sealed cover ‘1’ (Earnest money deposit), Sealed cover ‘2’ (Part A-Techno commercial Bid) and sealed cover ‘3’ (Part B-Price Bid). The cover shall be sealed and super scribed with Tender Enquiry No. HYLOG1516GL01, “Grouping & Loading operations in Logistics” and contractors name & Address.
- 2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.5 Part ‘B’ – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

- 2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.
- 2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.12 The price/rate should be quoted in figures as well as in words.
- 2.1.13 Each and every page of tender documents along with enclosures should be stamped & signed by the tenderer.
- 2.1.14 Tender documents consisting of EMD, Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Sr. Engineer/Logistics, BHEL, RC Puram, Hyderabad-32 so as to reach on or before 11:00 Hrs on 28.10.2015. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 28.10.2015 at 13.30 hrs in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.

- 2.1.15 For any further details required, Sr. Engineer/Logistics, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23184941/9705941349.
- 2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding. BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI,PF contribution etc.) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,
- 2.1.17 PRICE BID -The tenderers are required to submit their quotation in percentage increase or decrease for overall cost to BHEL in the Price Bid format given along with the tender documents. The same percentage increase or decrease will be applied to all the activities mentioned in the price bid. The price should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- 2.1.18 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.
- 2.1.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 2.1.20 The tenderer will be required to quote the rates overall percentage basis (both in figures and words).
- 2.1.21 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.

#### 2.1.22 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

2.1.23 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rate in percentage against overall cost to BHEL basis.

2.1.24 The tenderer should quote the rates against percentage increase or decrease for overall cost to BHEL in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

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

- 2.1.26 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.27 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.28 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.29 Tender document should be complete in all respects.
- 2.1.30 Successful tenderers shall enter into an Agreement on stamp paper of ₹100/- within two weeks from LOI Date for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.31 The offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.32 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.33 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.34 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.35 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

### 2.1.36 SITE VISIT:

- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
- b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- c. The Bidder should inform the BHEL at least 1 day (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

### 3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside A.P. State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.

- iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- v) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- vi) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- vii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

### 3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN issued by Income Tax Department, copy of the PAN card or PAN allotment letter shall be submitted along with the tender documents.
- 3.1.7 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

- 3.1.9 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.10 As the work is continuous in nature, and require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

### 3.2 EARNEST MONEY DEPOSIT:

- 3.2.1 An amount of ₹ 1,00,000/- towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the technical tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL.
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.
- 3.2.6 The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

### 3.3 SECURITY DEPOSIT

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto ₹ 10 lakhs	: 10%	
	1 lakh + 7.5% of the amount	
Above ₹ 10 lakhs	: exceeding	₹ 10 lakhs
	₹ 4 lakhs + 5% of the amount	
Above ₹ 50 lakhs	: ₹ exceeding	₹ 50 lakhs

- 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- 3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
- 3.3.4 Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

**Note:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.3.7 Delay in payment of SD will attract penal interest @ 18% P.A

#### 3.4 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate (which is in % only), the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Telangana Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen

(Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, leave etc.
- 3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of 3500/= per month. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and notified at appropriate time.
- 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

### 3.5 MANPOWER:

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and oversee his workers and take down instructions

from the designated officials of BHEL. The cost of deployment of his representatives has to be borne by the Contractor.

- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

### **3.5. A SAFETY:**

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

### 3.6 PERIOD OF CONTRACT

- i) The contract shall be, initially, for a period of 12 months from the date of commencement of work
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.  
The rate quoted/contract is valid for two years, Company will issue LOI initially for a period of one year. The company reserves its right to issues LOI /contract for the second year to the contractor on successful and satisfactory completion of first year contract. The contractor is bound to execute the contract for second year without any demur. If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.
- iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

### 3.7 PENALTY:

#### i. Grouping & Loading:

Loading & Grouping plan will be indicated to the contractor in writing or by e-mail with expected date of completion. BHEL will provide 14 MT Hydraulic Cranes, Shop Cranes & Gantry Cranes wherever applicable. Also, placement of vehicles will be in BHEL Scope. The contractor is expected to have capacity to group or load (both combined) minimum 70 MT on daily basis. Two warnings will be given by executing agency for completion of activities within time frame based on minimum 70 MT loading per day. In case, the contractor fails to complete the grouping & loading activities within scheduled time 0.5% of the pending work will be recovered from his bills. However, penalty will be limited to 10% of total contract value.

#### Example 1:

E-mail/letter sent to contractor for grouping of 150 MT material from various shops to 09 Logistics Yard. Last communication date before 10 AM. Communication given after 10 AM will be considered for next day	06.09.15
Expected days of completion of work	$150/70 = 2.14 \approx 3$ Days
Expected date of completion of work	08.09.15
Warning issued on	08.09.15 & 09.09.15
Payable amount for pending 150 MT (considering per MT loading rate as Rs. 200 per MT).	Rs. $200 \times 150 =$ Rs. 30,000
Penalty levied for non-completion on 09.09.15 for 150 MT	$30000 \times 0.5/100 =$ Rs. 150
If contractor completed 100 MT by 09.09.15 & pending work is 50 MT, then penalty will be levied on 50 MT only. Payment for 50 MT	Rs. $200 \times 50 =$ Rs. 10,000
Penalty levied for non-completion on 09.09.15 for 50 MT	$10000 \times 0.5/100 =$ Rs. 50

E-mail/letter sent to contractor for loading of 150 MT material from various shops to 09 Logistics Yard. Last communication date before 10 AM. Communication given after 10 AM will be considered for next day	06.09.15
Expected days of completion of work	$150/70 = 2.14 \approx 3$ Days
Expected date of completion of work	08.09.15
Warning issued on	08.09.15 & 09.09.15
Payable amount for 150 MT (considering per MT loading rate as Rs. 200 per MT)	Rs. $200 \times 150 =$ Rs. 30,000
Penalty levied for non-completion on 09.09.15	$30000 \times 0.5/100 =$ Rs. 150

If the contractor fails to execute the work within specified time and penalty is levied for more than 3 times in a month, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.

**ii. Equipment:**

3 MT/ 5 MT Forklift: If 3 MT forklift is not deployed, the penalty of Rs. 800/- per day will be levied. If 5 MT Forklift is not deployed, the penalty of Rs. 1,000/- per day will be levied. The contractor is free to take his Forklift outside factory premises after completion of the work. However, the Forklift should be taken inside before 9 AM on working day. Permission may be granted for round-the-clock stay of Forklift if the contractor requests for the same.

### 3.8 FAILURE TO COMPLY WITH CONTRACT

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

### 3.8 PAYMENT TO THE CONTRACTOR

- i. The payment for material handling equipment & Labors will be as follows

**Material handling Equipment:** Payment for 3MT Forklift & 5MT Forklift will be on number of operations basis. 1 Operation is 8 Hrs of working.

**Labors:** Tonnage based on weight of the OBDs loaded on the vehicles-duly certified by executing officer.

- ii. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work. In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.  
The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

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

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
  - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- i) The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering on his cost & account.
  - ii) The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus (at present 20%). In this connection, the Contractor shall submit actual Bonus payable statement for the relevant period before submission of final bill. BHEL shall release actual bonus payable amount after verification of necessary documents such as attendance & wage registers.
  - iii) The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period on his account.
  - iv) **IMPLEMENTATION OF PRICE VARIATION CLAUSE:** There will be no price variation based on increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors.

### 3.9 SUB-CONTRACTING

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

### 3.10 LAWS GOVERNING THE CONTRACT

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

### 3.11 LEGAL JURISDICTION:

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

#### 4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
- (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
  - (ii) A register of workmen                      Form XIII (Rule 75)
  - (iii) Employment card                              Form XIV (Rule 76)
  - (iv) Service Certificate                              Form XV (Rule 77)
  - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
  - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
  - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

- 4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
  - (ii) Annual Return in Form 6A along with Form 3A.  
(till this procedure is discontinued by the PF authorities)
- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
  - Attendance.
  - Wage Register.
  - Any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
- i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
  - ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
  - iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.
- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 (Max. 20%) on completion of contract and to keep all the records in Form C as per the said Act.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side,

the Contractor shall settle all dues payable to workmen on last working day.

- 4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proposed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that “the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen”. Further, the contractor would be required to issue Annual PF statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD-32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15<sup>th</sup> August, 26<sup>th</sup> January, 2<sup>nd</sup> October and 1<sup>st</sup> May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament

and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof.
- |      |                |             |
|------|----------------|-------------|
| (I)  | Leave Register | Form No. 15 |
| (II) | Nomination     | Form No. 25 |
- 4.27 The contractor will extend leave with wage to his workers @ one and half days per calendar month. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.29 **A. Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.30 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.31 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.32 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.33 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.34 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.

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

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

## 5.0 CONTRACT WORK DESCRIPTION:

### SCHEDULE 'A'

**CONTRACT PERIOD:** 12 months from the date of commencement of Work. The parties, if mutually agreed upon, may extend the period of contract for a further period of 12 months on the same rates, terms and conditions.

**CONTRACT WORK DESCRIPTION:** Grouping & Loading operations in Logistics, BHEL-HPEP. Approximate annual loading is 20,000 MT for the next twelve months which may vary on depending on various factors.

### **DETAILS OF ACTIVITIES TO BE CARRIED OUT:**

1. **Grouping of items (1 Group- 2 USW+2SSW+1 SW):** Shifting of items from Packing areas to 09 Logistics Yard or BHEL designated area. Expected manpower to be employed for this activity is 2USW+2SSW+1SW. The contractor should employ 1 SW as supervisor for supervising the grouping process. The contractor should employ 1 SSW for driving the Forklift who should be competent in driving

3 MT/5 MT Forklift & should have valid driving license. 2 USW & 1 SSW must be competent for slinging operations.

- **BHEL Scope:**
    - Slings
    - Grouping Plan
  - **Vendor Scope:**
    - Manpower
    - Documentation for Grouping
  - **Process:**
    - Pick up the packed items (OBDs) from different Packing Areas by 3/5 MT Forklift or BHEL provided 12 MT Hydraulic Crane
    - Movement of packed items from different Packing areas to 09 Logistics Yard or BHEL designated Area
    - Unloading of packed items at 09 Logistics Yard or BHEL designated area as directed by BHEL
- 2. Loading inside Shop onto vehicles (1 Group – 2 USW+2SSW+1SW):** Loading of single consignment weighing up to 60 MT inside the shop in presence of BHEL supervisor. Shop cranes will be operated by BHEL's Crane Operator. 1 SW & 2 SSW must be competent for carrying out supervision as well as slinging operations for consignments up to 60 MT.
- **BHEL Scope:**
    - Crane Operator
    - Supervisor
    - Slings
    - Cranes in Production Blocks
    - Power
    - Loading Plan
  - **Vendor Scope:**
    - Manpower
    - Documentation of Loading
  - **Process:**
    - Loading of items up to 60 MT with BHEL Crane Operator
    - Loading of items in Supervision of BHEL
    - Identification of Correct OBDs in designated areas
    - Identification of Correct Slings by SW
    - Correct Positioning of slings on the consignment at the designated place by USW & SSW
    - Loading of packages on the vehicle
    - Positioning of packages as per instructions of BHEL & transporter
    - Preparation of correct documentation of loading
- 3. Loading outside Shop onto vehicles (2 Groups – 4 USW+4SSW+2SW):** Loading of single consignment weighing up to 40 MT. 1 SW & 1 SSW in both groups must be competent for carrying out slinging operations with the help of 2 USW. 1 SSW should be competent in driving 3/5 MT Forklift & should have valid driving license.
- **BHEL Scope:**
    - Slings
    - 12 MT Hydraulic Cranes & Other Mobile Cranes with Operator

- Power
  - Loading Plan
  - **Vendor Scope:**
    - Manpower
    - Documentation of Loading
  - **Process:**
    - Loading of items up to 40 MT with BHEL provided 12 MT Hydraulic Cranes & Other Mobile Cranes with Operator
    - Loading of items in Supervision of vendor
    - Identification of Correct OBDs in designated areas
    - Identification of Correct Slings by SW
    - Correct Positioning of slings on the consignment at the designated place by USW & SSW
    - Loading of packages on the vehicle
    - Positioning of packages as per instructions of BHEL & transporter
    - Preparation of correct documentation of loading
4. **One 3 MT Forklift:** The manufacturing/registration date of the Forklift should be after 01.01.2010. The capacity of the Forklift should be minimum 5 MT. The driver should have a valid License. Maintenance & repair of the equipment will be in the scope of contractor. Hydraulic Oil will be in the scope of contractor. Diesel will be in BHEL's scope.
- **BHEL Scope:**
    - Diesel
  - **Vendor Scope:**
    - Driver with valid license
    - Maintenance & Repair
    - Hydraulic Oil
    - Documentation of Grouping & Loading
1. **Process:** 3 MT Forklift will be used for Grouping as well as assistance in loading of items on to the vehicles.
5. **One 5 MT Forklift:** The manufacturing/registration date of the Forklift should be after 01.01.2010. The capacity of the Forklift should be minimum 5 MT.
- **BHEL Scope:**
    - Diesel
    - Grouping & Loading Plan
  - **Vendor Scope:**
    - Driver with valid license
    - Maintenance & Repair
    - Hydraulic Oil
    - Documentation of Grouping & Loading
2. **Process:** 5 MT Forklift will be used for Grouping as well as assistance in loading of items on to the vehicles.

**6-A TECHNO-COMMERCIAL BID APPLICATION**

To,

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

Dear Sir,

I / We hereby offer to carry out the work '**Grouping & Loading operations in Logistics**' against Tender Enquiry No. -----  
-----

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

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

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

I am / We are in possession of independent PF/ESI Code.

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

Strike out which is not applicable

Signature of Tenderer

**PART - A**  
**TECHNICAL BID - I**

Tender Enquiry No. :

Date:

**Details of the Contractor:**

a) Name and address of the Firm:

b) Name and address of the proprietor:

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

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

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

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date:

**TECHNICAL BID – II**

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)		
02	PAN No.		
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)		
04	Service Tax Registration No.		
05	Banker's Name & Address		
06	Bank A/C No.		
	Bank Branch		
07	Have you quoted rates on percentage increase or decrease from overall cost to BHEL , as indicated in the price bid ( Part – B )	YES/NO	
08	Financial Turnover for preceding three years duly certified by qualified Chartered accountant: ex. FY 2011-12, 2012-13 & 2013-14	Year	Turnover (In Rs. Lakhs)
		2011-12	
		2012-13	
		2013-14	
09	Any other comments		

## Note:

- I. Photocopy in support of above wherever applicable should be attached and self attested.
- II. Please note that if answer of Sl. No.01, 03, 07 or 08 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer

Date:

## **SPECIAL TERMS & CONDITIONS OF CONTRACT**

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The attendance will be counted, measured and weighed and certified by the authorized persons.
- iv. The requirement may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- vii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, issue of PPE, uniform cloth, safety shoe etc. based on which the contractors future bid if any in BHEL will be evaluated.

## **EVALUATION OF PRICE BID:**

- i. A single rate must be quoted for overall percentage increase or decrease as mentioned in the price bid Proforma. Please do not quote for individual activities.
- ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- iii. In the event of two or more tenderers becoming L1, the said tenderers-will be instructed to submit fresh price bid offers lower than their initial L1 offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.
- v. **In the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee shall reject the tender of such L1 contractor and go for next lowest bidder. In case the rate of next lowest bidding also not viable the tender committee shall cancel the tender and advise for fresh tender.**

**PART B  
PRICE BID**

SI	Equipment/Activity	Quantity	Estimated Rate	Total Rate
1	<b>One 3 MT Forklift</b>	300 Operations	1731 per Operation	Rs. 5,19,300
	Including driver			
	Including Maintenance, repair & Hydraulic Oil			
	Excluding Diesel which is in BHEL scope			
2	<b>One 5 MT Forklift</b>	300 Operations	2810 per Operation	Rs. 8,43,000
	Including Maintenance, repair & Hydraulic Oil			
	Excluding Diesel which is in BHEL scope			
3	<b>Rate per MT for Labor charges</b>	20000 MT	175.95 per MT	Rs. 35,19,000
	<b>Total Estimated Price</b>			<b>Rs. 48,81,300</b>
		<b>In Figures</b>	<b>In Words</b>	
<b>Quoted Percentage increase/decrease on total estimated price</b>				
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Please quote only in percentages from the estimated rate on the total estimated rate only. For example: Please quote in figures as +2.25% and in words as "Plus Two Point Two Five" (if you want to quote 2.25% higher than estimated rate). Please quote in figures as "-2.25" and in words as "Minus Two Point Two Five" (if you want to quote 2.25% less than estimated rate). Percentage increase/decrease will be proportionately applied to individual rates of activities.</li> <li>2. If there is no sign (+ or -) against the number quoted, it will be considered positive.</li> <li>3. The percentage will be considered up to 2 decimal points only.</li> </ol>				

[Signature with Name & seal of the Tenderer]

**7.0 DECLARATION BY TENDERER**

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

Hereby declare as follows:

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

[Signature with Name & seal of the Tenderer]

Date :  
 Place :

**Annexure-I (To be submitted on bidder's letter head)**

This is to certify that I/We confirm that on award of the contract, we will comply with following:

1. **One 3 MT Forklift:** The date of the manufacturing/registration of the Forklift (as indicated in RC) will be after 01.01.2010. The capacity of the Forklift will be minimum 3 MT. We will submit the photocopies of RC, fitness certificate, Insurance, & Pollution certificate. Also, the originals along with the Forklift will be provided for the physical inspection by BHEL. BHEL will have the full authority to reject unsuitable forklift.
  
2. **One 5 MT Forklift:** The date of the manufacturing/registration of the Forklift (as indicated in RC) will be after 01.01.2010. The capacity of the Forklift will be minimum 5 MT. We will submit the photocopies of RC, fitness certificate, Insurance, & Pollution certificate. Also, the originals along with the Forklift will be provided for the physical inspection by BHEL. BHEL will have the full authority to reject unsuitable forklift.

[Signature with Name & seal of the Tenderer]

Date :  
Place :