



**PRE QUALIFICATION**

- I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.
  1. Registered / Reputed contractors are eligible, to tender for this work
  2. Experience having successfully completed  
“Similar works definition “inspection of lifting tackles/ machines”
    - i) Experience of having successfully completed similar (inspection of lifting tackles/ machines ) works during last 4 years ending 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.
  3. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year 2009, should be at least 30% of the estimated cost.
  4. ESI code no. with proof of allotment.
  5. P.F.Code no. with proof of allotment.
  6. PAN number with proof of allotment.
  7. Labour Licence if engaged 20 persons or above.
  8. Competency certificate
  9. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
  10. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
  11. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
  12. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

I2.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, TPT, Telecom & PD), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

(2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.

### III. NOTES:-

1. Period of contract shall be 4 months.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. / tender notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to Sr.DGM / M&S( P&C), **02 Annexe Ground Floor,,** BHEL, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL Cash Office ( No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.
5. The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any mis – under standing.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid with out Tender cost as stipulated is liable for rejection.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. BHEL reserves the right to split the work into convenient parts and award them to different contractors.
10. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the Sr. DGM / M&S (P&C, TPT, Telecom & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
11. A) penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
12. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt.

The DD's against Tender Cost is to be enclosed in technical bid cover.

13. Separate Covers (i.e.)

- Cover-A - for Technical Bid (sealed cover)
- Cover-B - for Price Bid (sealed cover)
- Cover-C - common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.

14. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value per annum. Thus arriving to total value of the tender along with applicable taxes and duties.

15. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

16. The rates quoted by the contractor shall indicate clearly unit rate, amount, and taxes separately as applicable from time to time.

17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.

**18. all payments will be directly credited to tender/ contractor bank account, for such transfers tender should furnish eft mandatory form as per the instructions/ directives of Reserve bank of India.**



BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM : : HYDERABAD-32

### TENDER NOTICE

**No. M&S/P&C/2010/15 Date: 23 .08.2010**

1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **29.09.2010** for the work of “ **inspection of lifting tackles** ” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 14.00 hours in purchase co-ordination , behind cash office at F-gate. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto **28.09.2010**

2. Tenders must be submitted in sealed covers and should be addressed to the SDGM/M&S( P&C), 02 annexe, Bharat Heavy Electricals

Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, 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 and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs. 0/-** and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque / Demand Draft.
- c) One time deposit available in BHEL, R.C.PURAM – should be with in validity date.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of SDGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the SDGM/M&S of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
- i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
  - ii) The tenderer does not commence the work within the period as per LOI/Contract.  
EMD shall not carry any interest.

If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

5. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “Annexure-1”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause 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 correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
6. Tenders not submitted in proper form or in due time will be rejected.
7. The offer shall be valid for a period of **90 days** from the date of opening of the tender.

- 8a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs : 10%

- 8b. 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 Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from schedules 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 successfully tender 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 favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 8c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released along with the final bill after completion of the work.

### **Scope of work & Terms and Conditions**

#### ANNEXURE- III

##### Technical:

1. *The examination and testing shall be done as per the IS:8216- code for wire rope inspection*
2. *Certificates should be issued for good one's only*
3. *All the equipment/ methodology for testing shall be adopted on the basis of competency is issued.*
4. *Testing procedure*
  - a) *Visual checking Measurement of sizes with vernier caliper*
  - b) *Testing with dynamometer and chain pulley block*
  - c) *Magnifying glass usage*
  - d) *Tying of metallic tags for all lifting tackles*
  - e) *Identification marks for each lifting tackle*

##### CHECK LIST:

1. *Broken wires*
2. *Condition of core*
3. *Fatigue*
4. *Formation of kinks*
5. *Knots*
6. *Damage of ferrules*
7. *Brittleness*
8. *General condition of tackles*
9. *Proof load testing*
10. *Tying of metallic tags for all lifting tackles ( if necessary)*
11. *Identification marks for each lifting tackle ( if any sling is not provided)*

##### GENERAL TERMS:

1. *Test certificates should be valid for One year period.*
2. *Contract will be operated on unit rates only in particular grouping of wire rope slings.*
3. *Contractor should provide all kinds of measuring, testing tools and general tools while inspection.*
4. *Contractor must engage sufficient skilled technicians.*
5. *weekly report should be submitted to crane section incharge*
6. *Contractor has to meet production incharges and collect/ inspect the tackles there itself.*
7. *Testing facility is provided in 10 Repair Shop/ Cranes maintenance division, slings should be them to respective shop by the contractor. A battery truck will be provided for this purpose.*

**ANNEXURE-II**

**TENDER SCHEDULE FOR THE WORK OF “ Inspection of lifting tackles – 3,220 Nos”**

**TECHNO- COMMERCIAL BID (PART-I)**

**THIS IS AN INDIVISIBLE WORKS CONTRACT AND THE CONTRACTOR SHALL QUOTE FOR ALL ITEMS INDIVIDUAL RATES**

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Quotations should be TYPED on tender schedules only.** Any deviations / deletions etc. Should be brought out separately in your letter pad and enclosed to our tender documents.

**To be filled up by the Bidder for all items**

**Bidder address:**

**Contact person:**

**Office phone**

**Fax no:**

**Emailed:**

**Mobile no:**

	Description	Acceptance/ Remarks.
1.	Experience: inspection in lifting tackles/ machines  Nature of work: Experience certificate obtained from which organization Year of completion Contract amount  complied with  1 work of Rs140,680/-  2 works of each Rs88,550/-  3 works of each Rs70,840/-	Amount:
2.	PF CODE NO- if available	
3	ESI CODE NO: if available	
4	LABOUR LICENCE NO & Validity: if available	
5	Competency certificate ref No & validity upto- compulsory	
6	Completion Time - in 4 months	
7	Validity- minimum 90 days from technical bid opening date.	

8	TENDER COST – Cash Receipt / DD No. Rs 250/-	
9	Security Deposit clause: acceptance (for Details see above)	
10	PAN No:	
11	Service Tax Regn No: (if available)	
12	<b><u>PAYMENT TERMS:</u></b>  100% after completion of work and on submission of bill, bill should be recorded in measurement book and signed by both parties with all details. Release of payment may take about 30 days- payment will be released through electronic fund transfer.	
13	Advance payment will not be released	
14	Certificate validity for 12 months	
15	<b><u>PENALTY:</u></b> 0.5% of the contract value per week or part thereof upto a maximum of 10% of the contract value shall be levied beyond the scheduled completion time.	
16	<b><u>Price quoted :</u></b> Price quoted should be exclusive of taxes and duties. The tenderer should indicate clearly nature of tax and rate of tax applicable to this work. Tax credits goes to BHEL	
17	Acceptance of General conditions	
18.	Decision of BHEL Representative shall be final in the matter of inspection at any stage	
19	All items will be carried out as per Annexure-I	
20	<b><u>TURNOVER:</u></b> 30% of estimate( Rs53,130/-). 08-09: 07-08: Profit & loss account signed by CA/ ACA or turnover certificates signed by CA are to be submitted along with bid.	

#### Annexure - IV

#### **OBLIGATIONS OF THE CONTRACTORS:**

1. The contractor shall fully comply with the following enactments:
  - (a) Contract Labour(R & A) Act, 1971- if employed more than 20 persons
  - (b) Wage Rates not less than that notified by State Labour Department from time to time.
  - (c) Payment of Wages Act.
  - (d) ESI Act, 1948 if employed more than 20 persons.
  - (e) EPF Act, 1952 – if employed more than 20 persons
  - (f) Workmen's Compensation Act, 1923.
  - (g) The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
2. The contractor shall obtain License from the Competent Authority.
3. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.

- (a) Form XIII - Register of workmen employed by contractor (Rule 75)
- (b) Form XIV - Employment card issued by contractor (Rule 76)
- (c) Form XVI - Muster Roll (Rule 78(1)(a)(i))
- (d) Form XVII - Register of wages (Rule 78(1)(a)(i))
- (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- (f) Form XIX - Wage Slip (Rule 78)(b)
- (g) Form XX - Register of deduction for damages or loss (Rule 78)(1)(a)(ii)
- (h) Form XXI - Register of files(Rule 78)(1)(a)(ii)
- (i) Form XXII - Register of advances(Rule 78)(1)(a)(ii)
- (j) Form XXIII - Register of overtime(Rule 78)(1)(a)(iii)
- (k) Form XXIV - Return to be sent by the contractor to licencing officer(Rule 82)(1)

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

4. The contractor shall observe
  - (a) Weekly rest day
  - (b) The Company List of Holidays.
5. 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 Personnel Department/IR section through the contract executing officers before commencement of the work.
6. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by DGM / Personnel.
7. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Personnel Department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
8. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the act.
10. Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
11. 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 shall be deemed sufficient service thereof upon 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.
12. The contractor must satisfy himself by personal study and examination of the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.

14. Contractor on the advice of the Company official shall immediately remove any person employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the Company official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover (if necessary).
16. The contractor shall give all notices required by the acts, regulation, 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 attachment either by himself or by his employees.
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims therunder.
18. 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 principal, 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 of the Company shall be final in regard to all matter arising in this clause.
19. 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 factory act if the same are applicable.
20. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
21. 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.
22. 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 confirm to the provisions of the said Act in regard to such accident.
23. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
24. The contractor shall ensure abidance by all the labour laws especially including contract labour (R&A) Act, payment of wages Act, workmen's compensation Act, minimum wages Act, ESI Act and provident fund act as amended from time to time.
25. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under.
26. Notwithstanding the above clause, in case of any financial loss incurred by 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.
27. The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
28. The contractor shall not resort to subcontracting under any circumstances.

29. The contractor shall provide the required safety equipment to the labours engaged by him.
30. Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract.
31. A copy of the agreement between contractor and his labour shall be submitted to the personnel department.
32. 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.
33. The quantities mentioned in the agreement schedule are worked out and may or may not be the actuals required for execution.
34. 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.
35. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the Company official.
36. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
37. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
38. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
39. 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 to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
40. If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.
41. It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.
42. Any electric power required for contractors machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
43. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.

44. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
45. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills due to him.
46. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank 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.
47. In the event of any question or dispute 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 this contract.
48. 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.
49. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
50. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only.
51. The labour employed by the Contractor, if found in abetting any 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.
52. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
53. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
54. The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

## **ANNEXURE-V**

### **CONTRACTOR'S OBLIGATIONS**

#### **A) CONTRACTUAL**

1. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job.
- 3) The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 4) The Contractor will provide uniforms / safety appliances to his employees.
- 5) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 6) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 7) The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work.
- 8) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.

- 9) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
- 10) The contractor will ensure that the job is executed through the employees on his rolls and under no circumstances he will deploy any casual employee to carry out the job nor shall he sub-contract the job awarded to him.
- 11) The 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.
- 12) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 13) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 14) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 15) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.

**B. STATUTORY**

- 17) 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 etc. shall be complied with by the contractor.
- 18) The 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.
- 19) The 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 made available even after the contract is over for any verification by the statutory authorities.
- 20) The Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and he shall cover his employees under the said codes.
- 21) The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- 22) The Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
- 23) The 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.
- 24) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 25) The Contractor shall be solely responsible for non payment/ delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 26) 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 under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 27) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- 28) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 29) The Contractor shall obtain licence under CL(R&A) Act, 1970.

## ANNEXURE-VI

### 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 of 10% of contract value 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 Courts.
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 be operative for 4 months. Commencement of work will be from the date of work award. The parties reserve the right to extend the contract on mutually agreed terms and conditions. Scope of possibility to extend one year period on mutual agreed terms.
9. 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 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/ spares, M&S (indicate place). 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.

### SPECIAL CONDITIONS

1. Time is the essence of the contract and the specified time of completion is upto which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract. These special conditions shall prevail.
3. The final acceptance of work in all items are subject to proper behavior after testing regardless of whether the items or paid or not.

Should be submitted in a separate cover

## PRICE BID

### ANNEXURE-I

NIT: M&S/P&C/2010/15

#### **SCHEDULE OF WORK " Inspection of lifting tackles – 3,220 Nos"**

SI.No	Description of work	QTY	unit	Unit rate Rs.	Amount RUPEES
1	Inspection charges for Steel Wire Rope slings of variable Sizes: Dia 6 mm to 64 mm; length of the each sling between 1 meter to 16 meters.	3,000	No		
2	Inspection charges for chain slings	20	No		
3	Inspection charges for polyster slings; capacity 1 ton to 10 tons.	200	No		

TOTAL AMOUNT Rupees:

Total amount in words Rupees

(Taxes if any if applicable :