

	Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. Phone : 0431 – 1539, 1516 E.mail : spswain@bheltry.co.in Website : www.bhel.com WORKS CONTRACTS MANAGEMENT	AN ISO 9001 COMPANY
Tender No: WCM / 15 / 3011E	<u>Notice Inviting Tender</u>	Dt. 18.08.2015

Dear Sir,

Sub: Two Part Tender inviting Technical and Price Bids for Supply of 2 Nos. Tractor (Prime Mover) and 2 Nos. Trailer (Open Trailer) for internal movement of materials from any place to any other place within BHELTrichy including Unit-II on hire basis for RPS requirement. .

Please submit your competitive offer for the subject scope of work as per the conditions given in the WORK/RATE SCHEDULE and Tender Conditions enclosed along with the tender.

01. PERIOD OF CONTRACT : One Year for date of commencement of work
02. LAST DATE FOR RECEIPT OF TENDER : **10.30 AM ON 16.09.2015**
03. DATE/TIME OF OPENING OF TECHNICAL BID : **10.35 AM ON 16.09.2015**
04. DATE/TIME OF PRICE BID Opening : Will be informed separately to the technically qualified vendors
05. EMD : ₹ 40,000/- (Rupees Forty Thousand only) in the form of Demand Draft only in favour of Bharat Heavy Electricals Limited, Trichy-14 payable at Trichy

TENDER WITHOUT EMD WILL BE SUMMARILY REJECTED

06. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3.Safety Conditions, 4. Welfare conditions, 5.Safety Precautions, 6.OCP, 7.General terms & conditions, which are enclosed.
- (b) Tenderer should furnish all the General & Technical Details asked in the “TECHNICAL BID”. Offers submitted with Incomplete and incorrect technical details will be liable for rejection.
- (c) The above documents as given in 06 (a) & (b) shall be duly signed and sealed in all pages and placed in a common cover duly superscripting the cover “TECHNICAL BID” and submitted.
- (d) Tenderer should furnish the RATE in the enclosed “PRICE BID” format and shall be duly signed and sealed in all pages and placed in a separate cover duly superscripting the cover “PRICE BID” and submitted.
- (e) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover “EMD”**
- (f) **There will be 3 Separate covers. One cover for Technical Bid, One Cover for Price Bid and another cover for EMD.**

- (g) All the above 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the Tender No. & Date and Due Date.**
- (h) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (i) At the time of opening of Technical / Price Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BELATED and incomplete offers will become liable for rejection.

07. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

- (l) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer General Terms & Conditions)

(m) Late and Delayed Tenders will be summarily rejected.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

for Bharat Heavy Electricals Ltd.

(Sthitapragyan Swain)
ENGINEER / WCM
Bldg. 53, First Floor
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

Note:- (i) The Tender shall be addressed to the above address
(ii) Tenders will be submitted and opened at the
above given address.

PRICE BID
(To be submitted in separate Envelope)
“WORK/RATE SCHEDULE”
TENDER No. WCM / 15 / 3011E Dt. 18.08.2015

Category	Scope	Approximate Qty	Rate in Rs. Per MT (Excluding Service Tax)
CAT - 1	Movement of materials from RPS to inside Factory Shops & Shipping.	6000 MTs	₹_____ per MT (Rupees_____ per MT)
CAT - 2	Movement of materials from one bay to another bay within RPS.	1800 MTs	₹_____ per MT (Rupees_____ per MT)

Important Note:- Contract will be awarded to one party for both category of work as a package. Lowest bidder will be decided based on total value of the contract i.e. sum of (quoted rate multiplied by respective quantity).

RATE BASIS:-

01. Tenderer must quote for both category of work. Partial offer will be rejected.
02. In the event of more than one lowest bidder (L1 tenderer), ranking will be decided by draw of lot in the presence of all L1 bidders.
03. The indicated quantity is approximate and it may vary.
04. The quoted rate shall be firm throughout the currency of the contract.
05. The quoted rate should be excluding Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time.
06. The Hiring Charges includes the Cost of DIESEL/PETROL/LUBRICANTS etc. and the payment to **One Driver and One Helper with each set (1Tractor + 1 Trailer) and One common Supervisor** and repair & maintenance expenditure, spare parts, tools etc., of the tractor & trailer.
07. As per BHEL Circular, Contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	-----	₹ 3200/- per month
Semiskilled	-----	₹ 3700/- per month
Skilled	-----	₹ 4100/- per month
08. The Contractor will have cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).
09. For absentee of any of the crew member, deduction from the bills will be made on pro-rata basis based on the current minimum wage + BHEL additional payment.
10. Quotation should be valid for a period of four months from the last date for submission of Tender.
11. The quoted Rate is on Per MT basis irrespective of the number of trips or distance travelled or number of days worked.
12. The movement between two farthest points would be around Radius of 5 KMs.
13. The rate should be quoted on Per MT Basis taking into account the following points:
 - (a) The engagement of vehicle will be on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
 - (b) Duration of working in a day will be 8 Hrs. as per BHEL requirement (excluding one hour for lunch / dinner break). If after 8 Hrs of duty Vehicle is in loaded condition, Contractor can leave the Vehicle inside factory and take their workmen out.
 - (c) Charges for engaging the vehicle on Weekly off and Holidays declared by BHEL, will be paid based on the above rate per MT only.

Place:
Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
GENERAL DETAILS
TENDER No: WCM / 15 / 3011E Dt. 18.08.2015

Sl.No.	Description	Details(Please Tick ☒ wherever required)
1	Name of Company/Firm	
2	Name of Owner/Partner of Firm	
3	Service Tax Registration Documents	(☐) Registered and Enclosed Code No. - _____ (☐) Not Registered
4	% of Service Tax applicable to the tenderer for this work	_____ %
5	PF Registration Documents.	(☐) Registered and Enclosed Code No. - _____ (☐) Not Registered
6	ESI Registration Documents	(☐) Registered and Enclosed Code No. - _____ (☐) Not Registered
7	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (Preferably Local Address)	

Note:-

- (i) **If Company / Firm is not registered with Service Tax, PF and ESI, they will have to comply with the statutory requirements on award of contract otherwise their bills will not be processed.**
- (ii) **If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.**
- (iii) **Apart from furnishing the above details, self-attested copies of relevant documents/certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.**
- (iv) **Copy of remittance of PF, ESI and Service Tax has to be enclosed with each month bill.**

Place:
Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
QUALIFYING CRITERIA
WCM / 15 / 3011E Dt. 18.08.2015
TECHNO-COMMERCIAL DETAILS

Sl.No.	Description	Details(Please Tick ☐ wherever required)
1	EMD (Tender without EMD will be summarily rejected)	DD No. _____ Date _____ Drawn from _____ (Bank) for ₹ _____ / only
2	Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any of the two consecutive years out of last four years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16): 1. Copy of Income Tax submission Acknowledgment <u>OR</u> 2. Audited Profit & Loss account and Balance Sheet indicating CA membership number.	(☐) Enclosed (☐) Not Enclosed
3	For Proof of experience - Contract Copy for any type of transportation/movement of materials contract issued by any Central /State Govt. / PSU company / Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment.	(☐) Enclosed (☐) Not Enclosed
4	Income Tax PAN Number (Enclose Copy of PAN Card)	
5	Ownership of Vehicle (Proof giving full details of Ownership such as RC Book and / Lease Agreement should be enclosed)	Tractor :- (☐) Owned (☐) Leased Trailer :- (☐) Owned (☐) Leased
6	Registration Number	Tractor :- (☐) Owned (☐) Leased Trailer :- (☐) Owned (☐) Leased
7	Date of Manufacturing of Vehicle	Tractor :- _____ Trailer :- _____

Note:-

- (i) Age of above offered Tractor & Trailer and all other tractor subsequently deployed for execution of contract should not be more than 15 Yrs. Manufacturing date of vehicles should be on or after Aug 2000.
- (ii) Copy of RC Book and valid Lease Agreement (if applicable) for only one Tractor is to be enclosed with the tender.
- (iii) Tenderer will have to produce proof of RC Book, Lease Agreement (if applicable), Road Tax, Fitness Certificate and Insurance of all the vehicle for obtaining gate pass after issue of LOI / Contract. All the Vehicle documents including, lease agreement (if applicable) are to be renewed and kept valid throughout the contract period, if contract is awarded.
- (iv) Apart from furnishing the above details, self-attested copies of relevant documents / certificates must be enclosed with the Technical Bid.
- (v) At any stage, BHEL may ask for original documents and contractor has to submit the same.
- (vi) If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / manipulated, business dealing with BHEL may be suspended.

Place:
Date:

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with seal & full address

1. SPECIAL CONDITIONS – I
WCM / 15 / 3011E Dt. 18.08.2015

The General Term & Conditions of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:-

1. **SCOPE OF WORK:-** Supply of 2 Nos. Tractor (Prime Mover) and 2 Nos. Trailer (Open Trailer) for internal movement of materials from any place to any other place within BHELTrichy including Unit-II on hire basis for RPS requirement. .

Category	Scope of Work	Approx.. Qty in MT
CAT - 1	Internal movement from RPS to various production shops	6000
CAT - 2	Internal Movement from one bay to other bay within RPS	1800

❖ The indicated quantity is approximate and it may vary.

2. Following documents will be must for Technical Qualification of Vendor:-

(i) EMD in the form of Demand Draft for ₹ 40,000/- only. Tenderer enclosing EMD exemption certificate (such as NSIC) should ensure that scope of work of these certificate is similar to the scope of work given in the tender.

(ii) Documents to Prove Financial Soundness of the firm (in any of the following manner given below) for any of the two consecutive years out of last four years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16)

➤ Copy of Income Tax submission acknowledgment

OR

➤ Audited Profit & Loss Account and Balance Sheet indicating CA membership number.

(iii) For proof of experience - Contract copy for any type of transportation of materials / movement of materials contract issued by any Central / State Govt. / PSU company / Private Organization. Experience certificate from private organization should be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment.

(iv) Copy of RC Book and valid Lease Agreement (if applicable) for only one Tractor and one Trailer is to be enclosed with the tender.

* Tenderer will have to produce proof of RC Book, Lease Agreement (if applicable), Road Tax, Fitness Certificate and Insurance of all the vehicle for obtaining gate pass after issue of LOI / Contract. All the Vehicle documents including, lease agreement (if applicable) are to be renewed and kept valid throughout the contract period, if contract is awarded.

* Age of Tractor and Trailer should not be more than 15 Yrs. Manufacturing date of vehicles should be on or after Aug 2000.

(v) Copy of PAN Card

Self-attested copy of all the documents should be submitted along with tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / manipulated, business dealing with BHEL may be suspended.

3. Vehicle documents / other documents should be in the name of company / Managing Director / Partners(s) / Proprietor. In case of leased vehicle, the vehicle should be in the name of lessor and lessee should be the company / Managing Director / Partners(s) / Proprietor.
4. Documents in support of PF, ESI and Service Tax (If applicable) is to be enclosed with the tender.
5. Both the Tractors & Trailers will be used for both the category of work (CAT-1 & CAT-2) as per BHEL requirement. Contract will be awarded to only one party for both the tractors and trailers.

Place:
Date:

Signature of the Tenderer
with seal & full address

6. Separate rate will be asked to quote for CAT-1 & CAT-2 in the price bid and L1 will be decided based on the total value of the contract as a package.
7. Each set (1 Tractor + 1 Trailer) will be hired along with one driver and one helper for each set and one common supervisor both set of vehicle.
8. Age of all the Tractor and Trailer deployed for execution of contract should not be more than 15 Yrs. Manufacturing date of vehicles should be on or after Aug 2000.
9. Vehicles along with manpower will be hired on rate per MT basis and bills have to be certified for the work done by the concerned end user.
10. Document in support of PF, ESI and Service Tax (If applicable) is to be enclosed with the tender.
11. If company / firm is not registered with Service Tax, PF and ESI, they will have to comply with the statutory requirements on award of contract otherwise their bills will not be processed.
12. If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.
13. The rate should be quoted on per Day Basis taking into account the following points:
 - (a) The engagement of Vehicle is likely to be on all working days excluding Sundays and Holidays.
 - (b) Duration of working in a day will be 8 Hrs. as per BHEL requirement (excluding one hour for lunch / dinner break). If after 8 Hrs of duty Vehicle is in loaded condition, Contractor can leave the Vehicle inside factory and take their workmen out.
 - (c) Charges for engaging the vehicle on Weekly off and Holidays declared by BHEL, will be paid based on the rate per MT.
14. The quoted Rate is on Per MT basis irrespective of the number of trips or distance travelled or number of days worked.
15. The contractor shall provide their employees with Personal protective Equipment such as safety Shoes, Hand Gloves, Helmets, Goggles etc. (whichever required) and shall comply all safety regulations under Factories Act.
16. As per the BHEL circular, contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	-----	₹ 3,200/- per month
Semiskilled	-----	₹ 3,700/- per month
Skilled	-----	₹ 4,100/- per month
17. The contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payments rate (Minimum Wage + Additional Wage).
18. Copy of remittance of PF, ESI & Service Tax and Copy of PAN Card has to be enclosed with each month bill.
19. For absentee of any of the crew member, deduction from the bills will be made based on the above rate (current minimum wage + BHEL additional wage).
20. The quoted rate should be excluding Service Tax and including any other taxes. Service Tax will be paid extra on production of documentary evidence.
21. The Service Tax has to be paid to the statutory authority by the Contractor and proof should be submitted to BHEL along with the next month bill.

Place:
Date:

Signature of the Tenderer
with seal & full address
Page 4 of 24

22. The tenderers should quote hiring charge on per MT basis. The quoted rate will be inclusive of the charges for vehicle along with manpower, lubricants, tool, spares and personal protective equipments, Payment, PF, ESI, Bonus etc., covering all statutory requirements.
23. The Rate will be FIRM during the Contract period.
24. Duration of contract will be one year from the date of commencement of work.
25. The vendors will be required to keep price bid valid for 4 months from last date for submission of tender.
26. Contract will be finalized through sealed price bid (paper bid). In case there are more than one lowest bidder (L1 tenderer), ranking will be decided by draw of lot in the presence of all L1 bidders.
27. After issue of LOI / Contract, if the Contractor fails to commence the work within 7 Days and complete the work in total as per the term & condition of tender, EMD/SD deposited by the Contractor may be forfeited and business dealings with BHEL may be banned for 3 years.
28. In case of breakdown of Vehicle for more than two days, the contractor shall provide alternate Vehicle immediately, if contractor fails to deploy the alternate vehicle as said above, BHEL will levy a penalty of ₹ 500/- per day per set (1 tractor + 1 trailer) from the third day onward till the sixth day. If contractor did not place alternate vehicle or vehicle is not repaired till sixth day, BHEL will get the alternate vehicle at the contractor's risk and any additional cost will be recovered from the contractors running bills. The engagement of alternate vehicle arranged by BHEL will be minimum for one month period, if the contractor intimate WCM for deployment of any alternate vehicle from his side or completion of repair work of original Vehicle, the contractor will be instructed to deploy the same from the end of that one month, otherwise, the period of engagement of alternate vehicle will be extended by another one month and process will repeat again.
29. The alternate Vehicle engaged by BHEL, will be asked from all the technically qualified vendors, against this tender through snap bid, with open market L1 rate. Three working days time will be given to all the vendors to submit their price bid and lowest rate against this snap bid will be operated. If all the technically qualified vendors are failed to provide alternate Vehicle, the same will be engaged from the open market vendors, complying with the Vehicle conditions (only) of this tender. The difference between contract rate and snap bid rate will be recovered from the defaulted contractor as per the contractual terms and conditions.
30. If the Vehicle is absent for more than four days in a month for any reasons, which is not coming under penalty clause OR risk purchase clause, a penalty of ₹ 500/- per day per set (1 tractor + 1 trailer) will be levied to the contractor.
31. The Service Tax has to be paid to the statutory authority by the Contractor and proof should be submitted to BHEL along with the next month bill.
32. The Driver should possess currently valid license as per the norms of Regional Transport Authority. Vehicle driver should be physically and mentally fit for the job.
33. The log-book for day-to-day work executed during 8 hours should be maintained by the Contractor and the signature should be obtained from the site Incharge/Authorised Executive of BHEL daily. The User Agency will certify the bills, generate the service entry sheet and forward the bill for payment to Accounts Department after verification. Taxes, Duties if any will be recovered from the bills at sources and as well as ESI & PF if the same are not paid.

Place:
Date:

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with seal & full address

34. Statutory deduction like IT etc will be deducted from Contractor payment as required by Law.
35. Tender can be cancelled at any stage due to unavoidable circumstances.
36. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
37. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
38. The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
39. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
40. Vehicles for which registration number have been declared by the contractor for the exclusive use against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.\
41. The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
42. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user (RPS).

43. Declaration by the Contractor

- a) I provide details of contractor's group concerns or affiliates etc., who are also engaged in transportation business.
- b) I provide details / particulars of partners / Proprietors / Directors of bidders / such group concerns or affiliates etc. including details of DIN no. (in case of directors) and PAN no. (in case of partners / proprietors) duly supported by self-attested copies of relevant documents.
- c) I confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- d) I confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if,

- a) BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or
- b) Any document submitted by the bidder was fake and forged or
- c) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

Place:
Date:

Signature of the Tenderer
with seal & full address

2. SPECIAL CONDITIONS –II
WCM / 15 / 3011E Dt. 18.08.2015

01. SCOPE OF WORK:- Supply of 2 Nos. Tractor (Prime Mover) and 2 Nos. Trailer (Open Trailer) for internal movement of materials from any place to any other place within BHEL Trichy including Unit-II on hire basis for RPS requirement. .

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

1. The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
 - (b) The minimum wages Act 1948 and the related rules
 - (c) The payment of wages Act 1936 and the related rules.
 - (d) The Factories Act 1948 and related Tamil Nadu Rules.
 - (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) Workmen Compensation Act 1923
 - (h) Payment of Bonus Act 1965
 - (i) Maternity Benefit Act, 1961
 - (j) Payment of Gratuity Act, 1972
 - (k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - (l) Equal Remuneration Act, 1976
 - (m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - (n) The Industrial Disputes Act 1947and any other law, or modifications to the above or to the rules made there under from time to time.

03. REGISTRATIONS AND LICENCING

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- (a) Name of the Contractor
- (b) Nature of Work
- (c) Period of Work
- (d) Number of maximum labour employed by him on anyone day.
- (e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- (f) The labourer should be enrolled with PF, ESI and enrollment No should be furnished on finalization of contract.

04. The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

05. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

Place:
Date:

Signature of the Tenderer
with seal & full address

06. WAGES

The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamilnadu Government from time to time plus additional wages prescribed by BHEL.

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

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

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

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

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

REGISTERS AND RECORDS

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

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

WORKING CONDITIONS

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

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

NOTICES OF ACCIDENTS

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

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

Place:
Date:

Signature of the Tenderer
with seal & full address

COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

16. The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.
17. The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
18. The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.
19. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
20. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
22. In case of non compliance of the provisions of the Acts and incase BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
21. The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
23. Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN

- ✓ The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- ✓ The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- ✓ The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- ✓ The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- ✓ The contractor should educate the contract workmen in registering the attendance through the system.
- ✓ Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- ✓ If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- ✓ On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs. 100/- per card will be deducted from the final bill/security deposit of the contractor.
- ✓ If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs. 100/-.
- ✓ The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- ✓ The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

Place:
Date:

Signature of the Tenderer
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COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY

- All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- Smoking is not allowed in work area.
- BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
- Examples of operations that require a Permit to Work may include but are not limited to:
 - ❖ Hot Work
 - ❖ Excavation and Trenching
 - ❖ Confined Space Entry
 - ❖ Electrical Work
 - ❖ Working on Elevated Heights
 - ❖ Pipeline work
 - ❖ Roof Work
 - ❖ Radiography
- Fall protection equipment should be worn when working 2 meters or more above an established working surface.
- The minimum requirements for fall protection should be a full body harness, shock absorber, double locking snap hooks, and lanyard attached to a stationary support. Other fall protection systems (Roof top walk ladder, Duct ladder and safety Net) can be used with prior approval of the Safety dept. of the BHEL facility.
- **HAND TOOLS**
 - Power tools should be kept in good working condition.
 - Grinding wheels should be properly rated for the speed of the grinder, with guards in place without modification.
 - Power hand tools and extension cords must be good working condition and have proper grounding.
 - Contractor should not take power connection on their own from the electrical panel board without permission from the Electrical Dept. Temporary wiring and faulty equipment should not be used.

Place:
Date:

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- **Lockout/Tag out:** Lockout/Tag out should be used to secure all power sources when performing maintenance or service on equipment. Types of energy include: electrical, pneumatic, hydraulic, thermal, chemical and all forms of potential stored energy.
- **Forklifts**
 - Operators should be certified to operate forklifts and heavy equipment.
 - Riders are not permitted.
 - Forklifts must be equipped with a backup alarm.
 - When unattended, forks shall be fully lowered, power shall be shut off, keys removed, brakes set and wheels chocked if necessary.
- **Vehicles & Sling Safety:** Only trained certified operators and riggers are allowed to conduct lifting and hoisting operations with Vehicles. The use of a Vehicles to hoist employees onto a personnel platform is strictly prohibited.
- **Suspended Loads:** A safe distance must be maintained when a load is suspended in the air.
- Employees shall not go between the suspended load and other objects where they may be trapped or crushed.
- **Vehicles and Sling Ratings:** Proper inspection and determination of the load rating shall be conducted prior to use.
- Non-conducting Tag Lines should be used to control a suspended load.

Place:
Date:

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3. SAFETY CONDITIONS
TENDER No. WCM / 15 / 3011E Dt. 18.08.2015

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a Vehicles or to give signals to Vehicles operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Place:
Date:

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4. CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No: WCM / 15 / 3011E Dt. 18.08.2015

1. The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Place:
Date:

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5. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS
TENDER No. WCM / 15 / 3011E Dt. 18.08.2015

I. VEHICLES:

01. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
02. The lights on right side(i.e.) over driver's cabin should be in working condition.
03. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF VEHICLES :

01. The vehicle should not travel at more than 20 kmph in BHEL premises.
02. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
03. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity .In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
04. The driving should be kept in the left at all places.
05. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
06. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
07. The vehicle should pass only through approved routes. Short cuts are forbidden.
08. There must be a safe distance behind another moving vehicle.
09. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. SHIPPING:

01. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the vehicle should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the vehicle should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
05. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
06. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
07. There must be minimum two fastening and it should be more in case of lengthier loads.
08. The loose pieces should be bundled before loading on the vehicle.
09. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. The load should not be over-hanging more than 3 feet from the end of the body.
12. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
13. While loading/unloading proper slinging practice should be followed.
14. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
15. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Place:
Date:

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6. OPERATIONAL CONTROL PROCEDURE
TENDER No. WCM / 15 / 3011E Dt. 18.08.2015

	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 2

1. Purpose : To ensure safe transportation of materials for Internal movement through vehicles
2. Scope : Internal Transport contracts.
3. Responsibility : Transporter
4. Performance criteria : Accident/damage record .
Feed back from user departments
5. Cross reference : OHSAS:18001:1999 Clause 4.4.6
Central Motor vehicles act and rules
Transport Contract given by BHEL.
Record of Hazard and Risk

6. Activities

S	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256) with the driver and must be produced on demand by BHEL authorities.	Transporter / Owner
02	Verification of above documents at the factory gates/premises	BHEL Security staff
03	All the lights/horn of the vehicle should be in working condition	Driver / Transporter
04	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Transporter /Executing Agency / Security
05	Insurance of motor vehicle against third party sec. 146	Transporter / owner
06	Loading of material on the trailer with suitable packing and support duly taking into account centre of gravity of the load. As far as practicable, avoid over hanging of materials.	Transporter / Executing Agency
07	Ensure suitable support, Lashing, provision of red flag and light during night in the rear end of the vehicle	Transporter Executing Agency.
08	Movement of material slowly (maximum 20 kmph) without causing any fall of material or damage to them.	Transporter
09	The driver of the vehicle must possess valid licence and produce on demand by the security /BHEL staff.	Transporter / Executing Agency
10	In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.	Driver / Random check by Transpoter
11	The vehicle should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Transporter
12	No persons other than driver should be allowed to sit or stand in the cabin of the prime mover.	Driver
13	The vehicles should be driven only on roads, Short cuts are to be avoided. Internal road safety signs should be followed.	Driver
14.	There must be a minimum safe distance of 15 metres between any two moving vehicle.	Driver
15.	The driver should avoid making quick starts, sudden stops, sharp turns at excessive speed. Avoid rash driving and risky negotiations at curves.	Transporter / Executing Agency

Place:
Date:

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Contd.... OPERATIONAL CONTROL PROCEDURE

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	2 of 2
16	The stacking of loads on the vehicle should be evenly placed. The load should not be heaped together or dumped over the chassis.	Transporter / Executing Agency	
17.	The carrying capacity must be verified with the RC book before loading. The load on the vehicle should not be beyond its standard capacity.	Transporter / Executing Agency	
18.	The loaded materials should be fastened tightly with wire rope. Manila rope should not be used. There must be slide packing such as gunny, rubber-tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.	Transporter / Executing Agency	
19.	There must be minimum two fastening and it should be more in case of lengthier loads.	Transporter / Executing Agency	
20.	The loose pieces should be bundled before loading on the vehicle	Transporter / Executing Agency	
21.	There must be red flags for the lengthy load which extend beyond the body of the vehicle.	Transporter / Executing Agency	
22.	The materials should not be stacked too high to avoid hitting against live electric lines.	Transporters / Executing Agency	
23.	The load should not be over-hanging more than 3 feet from the end of the body.	Transporter / Executing Agency	
24.	While transporting the loose scrap, there must be wire knitting cover to prevent falling of scrap on the way.	Transporter / Executing Agency	
25.	While loading/unloading proper slinging practice should be followed	Executing agency.	
26.	The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.	Driver	
27.	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver	
28	Random checking of vehicles for safe movement of materials	TLC	
29	Ensure communication to all user departments regarding safe transportation of materials.	Stores/WCM	
30	Giving feed back to Head/Contracts for taking corrective actions	User departments, Security & TLC	
31	Review of feedback for corrective action	Head/Contracts	

Place:
Date:

Signature of the Tenderer
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7. GENERAL TERMS & CONDITIONS
TENDER No: WCM / 15 / 3011E Dt. 18.08.2015

- 1. DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the AGM / WCM, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of AGM / WCM, or person deputed by him for the particular purposes.
 - (f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2. HEADING TO THE CONTRACT CONDITIONS: -** The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM / WCM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

Place:
Date:

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5. ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

6. COMPLIANCE TO REGULATIONS AND BY-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

7. EARNEST MONEY DEPOSIT (EMD):

- a. EMD by the Tenderer will be forfeited as per Tender Documents if :
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.
- b. EMD given by unsuccessful tenderer shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer
- c. EMD shall not carry any interest.

8. SECURITY DEPOSIT:-

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) You may furnish the Security Deposit 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 Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum 18 months validity.
- 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 and with minimum 18 months validity.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected (any of the above form) and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

Place:
Date:

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(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the document 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)

Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

9. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

10. RISK PURCHASE :-

- In the event of any successful tenderer's failure to fulfill any of the tender / contract obligations, BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement. Additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the tenderer / contractor who failed to complete the job in line with contract.
- The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the tenderer / contractor.

11. INCOME TAX:-

- (i) Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- (ii) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- (iii) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

12. SERVICE TAX:-

- (i) Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a copy of Certificate of Registration shall be furnished to Account Dept.
- (ii) After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.
- (iii) The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following:
 - (a) Continuous Serial no. & date of the bill
 - (b) Cost of the service
 - (c) Separately showing the Service Tax amount calculated at the applicable rate
 - (d) PAN based Service Tax Registration No.
- (iv) The Service Tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.

13. CENVAT: Wherever the contractor claims payment for the supply of materials used in the service. "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit.

Place:
Date:

Signature of the Tenderer
with seal & full address

- 14. VALUE ADDED TAX (VAT):-** Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials, rate of VAT, VAT amount, TIN no. is to be submitted for payment and availing the VAT credit.
- 15. ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
- 16. CONTRACTOR'S SUPERVISION: -** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM / WCM., to act in his stead.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM/WCM., or the OFFICER-INCHARGE, to receive instructions.
- The AGM / WCM., shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 17. LABOUR: -** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
- 18. PRECAUTIONS AGAINST RISK: -** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 19. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM / WCM., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 20. LAWS GOVERNING THE CONTRACT: -** The contract shall be governed by the Indian Laws for time being in force.
- 21. (i)** Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- (ii)** No BHEL employee and their dependents are eligible to submit their offer against this tender.

Place:
Date:

Signature of the Tenderer
with seal & full address

22. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

- (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- (b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
OR
- (c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

23. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- (a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- (b) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by DGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM / WCM., or the same shall be recovered from the Contractor by other means.
- (c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM / WCM., whose decision shall be final and conclusive.

Place:
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24. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM / WCM., or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM / WCM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by DGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM / WCM., whose decision shall be final and conclusive.

25. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

- 26. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM / WCM., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

- 27. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- (a) Deviation from the items provided in the contract documents.
- (b) Extra items / new items of work.
- (c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

- 28. PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the end user / executing agency.

- 29. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Place:
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- 30. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 31. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/WCM subject to prompt notification by the contractor.
- 32. ARBITRATION:** - Any dispute arising out of this Contract shall be referred to the Executive Director, Bharat Heavy Electricals Limited, Tiruchirapally-620014 or his authorised Representative for sole arbitration and his decision shall be final and binding on both the parties.
- 33. JURISDICTION :-** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 31.
- 34. SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
- 35. STATUTORY REQUIREMENTS:**
- (a) All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
 - (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
 - (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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- 36. REGISTERS & RECORDS:** - The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 37. MOTOR VEHICLE ACT:** - The transporter shall carry the weight of the consignment to the rater capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.
- 38. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 39. CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.
- 40. LIEN OF CONSIGNMENTS:** - The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 41.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Place:
Date:

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