



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Ranipet - 632 406

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WORKS CONTRACT MANAGEMENT

Ref: 9800022E

Date: 26.08.2020

Dear Sir,

Sub: TENDER inviting (TWO PART BID) for Supply of one double-axle trailer (articulated trailer) for internal movement of collecting electrodes, coils and other materials in BHEL complex including S3 & S4 yard and extended factory premises for a period of 14 Days from the date of LOI for Production department use hire Basis for two shift operation.

Please submit your competitive offer for the above subjected internal movement as per the conditions given in the work/rate schedule and tender conditions enclosed along with the tender.

01: Nature of work : Supply of one double-axle trailer (articulated trailer) for internal movement of Collecting electrodes, coils and other materials in BHEL complex including S3 & S4 yard and extended factory premises for a period of 14 Days from the date of LOI for Production department use hire Basis for two shift operation.

02. Duration of contract : 14 Days (from the date of LOA)

03. EMD to accompany the Tender : Rs 820 /-

04. Last Date and Time for receipt of Tender : 14:00 HRS ON 29.08.2020

05. Date and Time of Opening the Tender (technical bid) : 14:30 HRS ON 29.08.2020

Yours faithfully,
for and on behalf of BHEL.,

SE/WCM

Note: - Tenderer should sign and affix seal in all the pages of this document.

Qualifying requirement

The tenderer should have trailer in their name/lease. The Xerox copy of RC book, insurance, road tax remittance, fitness certificate, pollution certificate shall be submitted along with technical bid. If leased vehicle, lease agreement for one year in Rs.20/- non judicial stamp paper to be enclosed.

Without the above, the offer will be rejected.

SPECIAL INSTRUCTIONS

- (a) The movement between two farthest points would be around Radius of 5 KMs.
- (b) The engagement of trailers may be on all Working Days including Weekly off and holidays of BHEL.
- (c) The duration of Working in a day will be Two Shift as per the shifts given below.
From 08.00 hrs. to 01.00 hrs. (next day) (One-hour break for lunch and dinner). However, the shift timings will be modified as per BHEL requirement.
- (d) For non supply of vehicles, deduction will be made on pro-rata basis. (For Fraction, less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour). For this the rate per hour will be arrived by dividing the daily rate by 16.
- (e) BHEL reserves the right to cancel the tender.
- (f) The contractor will have to provide the required Personal Protective Equipments (safety shoe, hand gloves etc) to their workmen.
- (g) Certification for the work done will have to be obtained from the Concern Executive everyday in the prescribed format.
- (h) Billing can be done on a monthly basis.
- (i) Submission of commercial offer by electronic media established by BHEL like e-mail, internet, fax etc. followed by hardcopy is acceptable and will be at the sole risk of the tenderer. The offer thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard.

SPECIAL CONDITIONS

- 01. SCOPE:** Supply of one double-axle trailer (articulated trailer) for internal movement of collecting electrodes, coils and other materials in BHEL complex including S3 & S4 yard and extended factory premises for a period of 14 Days from the date of LOI for Production department use hire Basis for two shift operation.
- 02. RATE:** There will be no price variation on account of any increase/decrease of diesel price or any other spares parts and consumables during the tenure of the Contract. The Rate quoted by the Carrier shall be **FIRM** throughout the tenure of the Contract. The rate quoted should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- 03. BILLS:** The log-book for day –to-day work executed with the tonnage handled should be maintained by the Contractor and the signature should be obtained from the site In charge/Authorized Executive of BHEL daily. The User Agency will certify the utilization of the Trailers as per the Contract to enable OP&C to forward the bill for payment to Accounts Department after verification.
- 04.** The contractor's responsibility under this contract shall commence from the date of award of contract/work.

05. The contractor should engage his driver/cleaner in sufficient number as required for transportation operation And equip himself depending on the nature of the operation with whatever personal productive equipments necessary for the safety of the individual as applicable by statutory requirements such as factories act, motor vehicle act etc.
06. The contractor will have to work in all the shifts during the 24 Hours as directed by concerned Officials and during the shift hours the crew of vehicle shall remain near the vehicle or office.
07. The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time.
08. 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.
09. In case the contractor fails to operate the contract or comply with any of the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency departmentally apart from recovery of a penalty towards non placement of vehicle at Rs.500/-per day per vehicle.
10. While transporting the loads it should be ensured by the contractor that loading and lashing are proper as per safety standards established by BHEL, so as not to cause Safety hazards.
11. BHEL Security and Safety Regulations should be observed by the tenders when their men /vehicles engaged in the work under this contract and the vehicle and man power used shall comply the statutory requirements.
12. The vehicles engaged should ne in running /operating conditions meeting statutory regulations such as motor vehicle act etc.
13. Vehicles for which registration number have been declared by the contractor for the exclusive is against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.
14. The drivers/cleaners 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 laborers out of BHEL complex as soon as their day's work is over.
15. The contractor is required to cover the employees/labourers by suitable insurance Scheme (like Janata Insurance)against risk over and above PF & ESI. The Policy taken by them should be produced to BHEL authorities concerned before commencing the work. ESI identify card should be presented at the gate of while loading on demand.
16. The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL'S Supervisor and executing section before starting the work and report to the other supervisor after completion at unloading point.

17. It should be ensured that the contract workers do not smoke, carrying matches, lighters ,spark producing devices or keep naked flame near Gas-line, valves and any other equipments connected with the Gas distribution system in areas with explosion/fire hazards and they shall not cook food with stove etc.
18. Contract workman shall not indulge in horseplay of any kind inside the Plant and the should not act in a manner that would distract the attention of other employee.
19. All necessary personnel protective equipment's such as shoes, gloves, helmet etc. considered adequate the officer in-charge /safety Dept. shall be made available by the contractor for the use of persons employed on the site and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of equipments by those concerned. All safety equipments necessary for the work shall be arranged buy the contractor at his cost.
20. If the contractor's workmen are found violate the safety regulations, punitive action will be taken by withholding a sum of up to Rs. 500/- for each violation.
21. Security and safety regulations of BHEL should be observed and learnt while in BHEL complex. Ignorance of such regulations will not be accepted an excuse.
22. Any notice, direction or instruction to be given under the Contract shall be in writing and delivered by hand, post , facsimile or email the Contractor.
23. BHEL shall not be responsible for any consequences arising out of non-intimation of change of address and the contractor should update the address as and when there is a change.
24. Under no circumstances the consignments handed over to the successful tenderer shall be delivered to any other transport carriers unless specially agreed in witting by Employer.
25. The General and Special conditions of Contractor are complementary to each other and where they are conflict, the decision of BHEL is final. The tender notice containing various instructions and conditions shall also form a part of the contract.
26. The contract may be pre closed depending upon BHEL's production schedule
27. The contract will be operated as and when required within the contract period.
28. The no.of trailer usage may also vary depending upon BHEL requirement and contractor should not claim for this variation.
29. In exigency, the contract may be extended with the mutual consent of both the parties with same rate, terms and conditions.
30. The no.of working days is indicative only. The trailer will be engaged as per BHEL requirement as and when needed.

Discrepancy in "words " & " Figures "

31. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

32. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
33. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
34. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
35. Earnest Money Deposit (EMD) of Rs. 820/- (Rupees Eight Hundred and Twenty only) in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>-Please ref: Page sl.no.36) and enclose the payment details in the EMD cover/FDR receipt (validity for min three months) form scheduled bank/public financial institutions as defined in the company act (FDR should be in the name of contractor, a/c BHEL). However, they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.

36. BHEL has now made arrangements for payment of EMD thru" Online. The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2) Click „Proceed" button
- 3) Select „Tamilnadu' in the drop down menu under „State of Corporate/Institution **"
- 4) Select „PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
- 5) Click „Go" button
- 6) Select „BHEL BAP RANIPET in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- 7) Click „Submit" Button
- 8) Select „EMD „ in the drop down menu under 'Select Payment Category"
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

Taxes and Duties- Incl GST clauses to be applicable for the tender :

i. The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.

ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %

iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.

Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. Composition Scheme to be addressed.

iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.

The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.

In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.

vi. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.

vii. In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.

viii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.

ix. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied/leviable on BHEL.

x. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

xi. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

xii. The Prices quoted above must be inclusive of all taxes and duties and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website

<http://www.bhel.com>.

(http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

SET OFF Clause:

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

"Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

Annexure-I
TENDER CONDITIONS

1. Sealed Tenders for the above work are invited from Contractors having experience in works of similar kind and nature.
2. The tender shall be submitted as given below.
 1. Cover-1 shall contain the techno-commercial bid (Page 1 to 28) and all relevant documents.
 2. Cover-2 shall contain only the price bid. (Part II Page 29)
 3. Cover -3 EMDEach of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.
Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.
3. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
4. Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with these documents and also sign each and every page of the tender documents.
5. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.
6. Tenders not submitted on the prescribed forms are liable for rejection.
7. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates /Labour wages etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
8. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
9. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.
10. Tenders submitted by post should be sent through “REGISTERED POST ACKNOWLEDGEMENT DUE”. These should be posted with due allowance for any delay in postal delivery. On no account the tenders, received after the due date and time of opening tenders, will be considered.
11. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
12. (i) Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholders relative, employed in BHEL, the authority inviting tenders shall 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 employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
13. If a tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

14. BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
15. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
16. Words imparting the singular number shall also have deemed to include the plural number and vice versa where the context so requires.
17. The expenses for completing and stamping the agreement shall be to the contractor's account.
18. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
19. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
20. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
21. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
22. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the course of evaluation, if more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidders(s) or their representative(s). If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.''
23. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you are not interested in this tender.
24. The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.
25. The "GENERAL CONDITIONS, TENDER CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT" shall form an integral part of contract for the work to be entered into.
25. The validity of offer shall be 90 days from the date of opening.
26. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted

through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

a) Valid NSIC certificate

or

b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years)

or

c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This _____ is _____ to _____ certify _____ that
M/s.....
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act
2006,(Entrepreneur memorandum No(Part-II))..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs..... Lacs for.....Micro/Small(Strike off
which is not applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is
.....(dd/mm/yyyy) which is within the period of 3 years from the date of
graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-
11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE II
GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

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.
5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. 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.
8. SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .
9. COMPLIANCE TO REGULATIONS AND BYE-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.
10. SECURITY DEPOSIT: - (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

5% ON THE CONTRACT VALUE

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- 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 Office 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 Bank / 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 of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

ix) The Security Deposit shall not carry any interest.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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.

11. 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.

12. 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 AGM/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.

13. 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.

14. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. 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.

16. LAWS GOVERNING THE CONTRACT: - The contract shall be governed by the Indian Laws for time being in force.

17. 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 extent as provided in the case of cancellation for default.

If the Contractor shall :-

(i) 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

(ii) 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

(iii) 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.

18. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by AGM/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.

19. 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

b) 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

c) 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 .

d) 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 AGM/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.

e) In case 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.

20.CANCELLATION OF CONTRACT IN PART OF 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 authorized 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
- d) less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor
- e) under this 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. 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.

21.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.

22.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.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

23.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 AGM/WCM separately details of his claims for the work done by him up to 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 up to and including the period under report.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by AGM/WCM.

25.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.

26. 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.

27.REFUND OF SECURITY DEPOSIT: - The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month 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".

28.FORCE MAJEURE 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 AGM/WCM subject to prompt notification by the contractor.

29.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

30.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.

31.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 andall other applicable Acts shall be complied with by the Contractor.

32.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.

33.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.

34.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

36. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

37. PAYMENT TERMS:

Monthly post payment shall be paid based on the actual work done by the contractor as per BOQ after certifying by Engineer in-charge and duly submit the necessary statutory documents (PF, ESI).

38. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass

ANNEXURE- III
SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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ANNEXURE-IV
TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS
BY THE CONTRACTORS FOR BHEL.

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract labour (Regulation and abolition Act 1970) and the related central Rules.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made thereunder from time to time.

03). REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- (4) The contractor employing 20 or more workmen is required to obtain license from The Deputy Chief labour Commissioner (Central), Chennai). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her 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.
- (5) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- (6) The contractor shall get the contract laborers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.

- (7) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- (8) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

(9) Minimum Wages to be paid

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years' Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2020	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 01.04.2020	5,209 pm	5,209 pm	5,209 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	16,059 pm	16,859 pm	17,514 pm

- Payment of Bonus to be ensured as per Bonus act.
The contractor has to pay the wages to their workers through worker's Bank account only.
Any increase in minimum wages during the Period of the Contract, also to be paid by the Contractor with in the quoted Rates. The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon. **The contractor has to pay the all the payments to their workers through worker's Bank account only. no hand payment will be acceptable.**
- (10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- (11) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- (12) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before
- The expiry of the wage period final payment shall be made within 48 hours of the last working day.
- (13) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (14) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- (15) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.

- (16) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
- (17) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month in a form enclosed.
- (18) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- (19) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form:
- 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/her workers

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

REGISTERS RECORDS AND COLLECTION OF STATISTICS.

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and Tamilnadu Rules there under shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
 - b. Employment Card.
 - c. Service Certificate.
 - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- (21) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- (22) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- (23) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- (24) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- (25) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- (26) All the above 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 HOURS AND WORKING CONDITIONS:

- (27) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- (28) The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the **substituted holiday** in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- (29) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- (30) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- (31) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October in addition to local holidays declared by BHEL, Ranipet.
- (32) The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- (33) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- (34) No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.
- (35) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.

NOTICE OF ACCIDENT:

- (36) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (37) 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).
- (38) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.

- (39) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 2-1/4% of wages to be recovered from his/her workmen and 5% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- (40) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (41) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.

All employees are eligible to become member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13.36% respectively. The employee's contribution payable at present is 8-1/3% of wages will be recovered by the contractor from the wage of his contract labours. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

- (42) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (43) 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 and PF as well as the scheme made there under to the authorities concerned.
- (44) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, 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 sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- (45) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (46) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- (47) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- (48) LD/Penalty clause: During the contract period, if the contractor is not able to provide the sufficient Staff, the actual cost incurred in getting the alternate arrangements of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.1000/- per day will be recovered from the contractor. To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
- (49) General: Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

(50) GST:

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit: -

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act: -

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure: -

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision: -

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
17. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

If any change in GST (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.

51. If the contractor is not able to provide the sufficient Staff for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
52. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
53. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
54. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

55. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
56. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
57. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
58. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
59. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
60. The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.
61. “BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/-(Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/-(Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee’s Compensation Act, 1923.
62. 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.
63. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents”.

General: Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

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ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE																																									
02	VENDOR CODE (as in WORK ORDER)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
03	Details of Bank Account:																																									
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																																									
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
C)	BANK BRANCH CODE:	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
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E)	ACCOUNT NUMBER	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT																																								
G)	VENDOR NAME AS PER BANK RECORDS																																									
H)	BANK BRANCH RTGS IFSC CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
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J)	VENDOR'S EMAIL ID (give two ids)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
K)	NAME OF AUTHORISED SIGNATORY																																									

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)

Authorization No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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PRICE BID

TENDER NO.9800022E Dt.26.08.2020

Scope of Work	<u>No. of working days (A)</u>	<u>Rate in Rs. Per trailer/day (B) (excluding GST)</u>	<u>Total amount C=(A)x(B) (excluding GST)</u>
<u>Rate schedule-1</u> Supply of one double-axle trailer (articulated trailer) for internal movement of collecting electrodes, coils and other materials in BHEL complex including S3 & S4 yard and extended factory premises for a period of 14 Days from the date of LOI for Production department use hire Basis for two shift operation.	14	<u>Rs.</u> <u>only)</u>	<u>Rs.</u>
GST percentage %			
GST amount			
Total value (including GST)			

Amount in Rupees (excluding GST)

RATE BASIS

- The rate quoted here should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities excluding GST. Such levies should be borne by the Contractor.
- The quoted Rate is on Per Day basis (two shift operation) irrespective of the number of trips or quantity handled per day.
- The Hiring Charges includes the Cost of Fuel, Lubricants, Repair, Maintenance expenditure, spare parts, tools etc., of the trailer and the payment to One Driver and One Helper for trailer per each shift.

The rates quoted should be FIRM throughout the currency of contract.