Bharat Heavy Electricals Limited
(A Government Of India Undertaking)
Boiler Auxiliaries Plant
Ranipet – 632 406

Phone No: 04172 – 284839

E-mail: asvkn@bhel.in

WORKS CONTRACT MANAGEMENT
TENDER ENQUIRY NO: 9890006E Dt 25.05.2019
NOTICE INVITING TENDER

01.	Name of the work	:Material handling contract at Raw material stores –Receipts -as per enclosed schedule
02.	Period of contract	: One year from the date of LOI
03.	EMD to accompany the Tender	: Rs.1,83,700/-(Rupees One lakh eighty three thousand and seven hundred only)
05.	Last Date and Time for receipt of Tender	: 17.06.2019 14.00Hrs
06.	Date and Time of Opening the Techno commercial bid	: 17.06.2019 at 14.30 hrs.

To

Yours faithfully,
for and on behalf of BHEL.,

SR.MANAGER/WCM

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

 SIGNATURE OF THE TENDERER WITH SEAL

Annexure - I

Qualifying requirement

The contractor should have minimum One year experience in similar work. Similar work means engaging manpower to carryout works contract like maintenance work, raw material handling in SAIL yard ,Port, Scrap handling. Document proof to be submitted. The experience shall be in public sector/ Government sector/ private sector.

The contractor should have minimum two nos. own/leased mobile / Hydra crane of capacity 8 MT for handling of materials. Xerox copy of the currently valid RC, Insurance Certificate, Road Tax Receipt and Fitness Certificate etc., In case of leased Crane, the party should enclose a Xerox copy of the agreement entered for lease in a Non-judicial stamp paper for a value of Rs.100/- and with the copy of RC, Insurance Certificate, Road Tax Receipt and Fitness Certificate etc., The Crane is required on all days for a period of One year.

Those who have not meet the above two requirements will be rejected.

CRANES DETAILS

Crane I

Capacity :

Name of the owner & RC Validity :

Insurance Validity:

Tax paid up to :

Whether Owned/Leased:

If leased, Deed enclosed : Yes / No

Crane II

Capacity :

Name of the owner &RC Validity

Insurance Validity :

Tax paid up to :

Whether Owned/Leased

If Leased, Deed enclosed: Yes / No

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Annexure – II

Tender No: 9890006E Dt 25.05.2019
Scope of Work : Material Handling Contract at RMS -Receipts

SPECIAL CONDITIONS OF THE TENDER

PERIOD OF CONTRACT:
The period of this contract is One year from the date of LOI.

QUANTITY:
The quantities mentioned are only indicative. 20% variation will be there .Any claim on quantity variation shall not be acceptable throughout the contract period and or at any time other than the extended period.

MAN POWER:
The contractor shall provide adequate manpower in addition to crane operators and riggers . The number of manpower may be increased/decreased depends upon the quantum of work. However everyday work assigned to the contractor to be completed within the day with sufficient manpower/Crane. No carryover of work will be permitted.

CRANE:
The contractor shall provide adequate nos of 10 MT mobile crane for unloading as per the requirements. For this, leased cranes in the name of contractor is also permitted. However the vehicle shall have been certified by the authorities for suitable "Emission under control" certificate, as per the norms of the Government (Transport Authority). The driver of the crane shall possess valid HEAVY VEHICLE LICENCE issued by Government authority.

LIFTING TACKLES:
Necessary lifting tackles viz. wire ropes, clamps, D shackles etc., shall be provided by BHEL. The fuel and other required consumables for the functioning of the contractor's crane will be contractor's scope.

SAFETY MEASURES:
The contractor shall use only certified tools and tackles to avoid any accidents.
The contractor shall use all safety equipments, such as gloves, boots, helmets etc., which are required for their labour and work and such equipments will be the contractor's scope.

WEIGHT:
Wherever the weight is involved, only the document weight mentioned in the GMS, LWB, DC shall be considered for all purposes. Wherever such document weights is not available, the actual weight as per physical weighment shall be considered.

RATES:
The rates agreed and mentioned in this contract shall be firm throughout the contract period. **GST will be paid extra at prevailing rates** (over and above the rates quoted) will be paid on production of documentary evidence for having paid the GST .If for any reason, tenderer has to pay penalty, interest on GST, the tenderer has to bear such additional payment. BHEL will pay only GST at actual.

GST REGISTRATION:
The tenderers should register themselves with GST authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and GST registration numbers along with their offer.

 SIGNATURE OF THE TENDERER WITH SEAL

GST shall be paid extra and reimbursed by BHEL as applicable against the submission of documentary evidence and invoice as per GST act..

The following documents shall be submitted.

i) copy of GST registration certificate
ii) Copies of challans for deposit of GST
iii) Original GST invoice

A certificate showing that GST collected from BHEL has been remitted to tax authorities.

GST

The Bidder shall not include GST in their quoted rates; but the bidder has to separately indicate the GST, amount and workings thereof in the Price bid schedule included in the bid documents.

If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.

 SIGNATURE OF THE TENDERER WITH SEAL

1. "BHEL does not guarantee ordering of any minimum quantity on any contractor, or does not guarantee more share for the lowest tenderers."

2. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.)_ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:
(a) both entities are legally distinct/ separate entities, or
(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

3. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."

4. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnity BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."

5. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "

6. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".

 SIGNATURE OF THE TENDERER WITH SEAL

7. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".

8. "Arbitration and Jurisdiction:

a).The jurisdiction for any arbitration/settlement of contractual/legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.

b).The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.

c).The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

d).Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

9. “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 therof, 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.”

 SIGNATURE OF THE TENDERER WITH SEAL

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.

ANNEXURE –III

TENDER CONDITIONS

1. Sealed Tenders for the above work are invited from Contractors having experience in works of similar kind and nature in two part bid.1) Techno commercial bid and 2) Price bid.

2. Tenders must be submitted in sealed covers should be addressed to the SR.MANAGER/WCM, BAP/BHEL/RANIPET – 632 406, with full name and address of the tenderer and the name of work being noted on the cover. Technical bid and terms and conditions(annexure-I to VI) (alongwith EMD amount shall be put in a separate cover. Price bid (annexure-VII) shall be put in a separate cover. Date of price bid opening will be intimated separately.

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 quote the overall value in the blank spaces provided for this purpose (A).Item wise rates will be derived from the % allocation mentioned against each schedule.

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. EARNEST MONEY DEPOSIT (EMD):

Earnest Money is to be paid by each tenderer by way of Demand Draft in favour of " Bharat Heavy Electricals Limited /RANIPET-632 406" Payable at SBI, BHEL Project Branch (7013), MR Puram, Ranipet.6.Tenders without EMD liable to be rejected.

BHEL has now made arrangements for payment of EMD thru' Online.

The steps to make online payment is detailed as below:

(i) Visit **https://www.onlinesbi.com/prelogin/icollecthome.htm**
(ii) Click 'Proceed' button
(iii) Select '**Tamilnadu'** in the drop down menu under 'State of Corporate / Institution *"
(iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under " Type of Corporate/Institution"

(v) Click ‘Go’ button

(vi) Select ‘**BHEL BAP RANIPET** in the drop down menu under “PSU-PUBLIC SECTOR UNDERTAKING’

(vii) Click ‘Submit’ Button

(viii) Select ‘**EMD** ‘ in the drop down menu under ´ Select Payment Category’

(ix) 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.

(x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under
e- procurement mode.

The above facility is in addition to the existing method of remitting by DD

9. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

10. (i) The Earnest Money Deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract

(ii) EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.

(iii) Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited.

11. EMD by the tenderer will be forfeited if
(i) After opening the tender, the tenderer revokes his tender within the validity period or increases 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.

12. 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 there of.

13. 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.

14. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

15. (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.

16. If a tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

17. 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.

18. 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.

19. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.

20. The expenses for completing and stamping the agreement shall be to the contractor's account.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.

27.L1 tenderer will be decided based on overall L1 tender value(tender quantity multiplied by quoted rate) for all the schedules together. The work will be awarded to single party only.

 SIGNATURE OF THE TENDERER WITH SEAL

28. 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.

29. The validity of offer shall be 90 days from the date of opening.

30. At the end of contract period, the validity of the contract may be extended for another 3 months by BHEL with the same rate,terms and conditions of the original contract.

31. Discrepancy in “words “ & “ Figures “

a) 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.

b) 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

c) 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.

d) 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.

Suspension of Business dealings with Suppliers:

Any supplier against whom action has been initiated under “suspension of business dealings with suppliers” are not qualified to participate in this tender.

Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL’s policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) **Treatment of Banned / Under-performing Vendors**:

Any supplier who has been put on “Hold” or “Banned” from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of

BHEL puts a supplier on “Ban” then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

Fraud Prevention Policy:

The Bidder along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

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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 alongwith 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

ANNEXURE – IV

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL TENDERS)

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 DGM/STORES to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of DGM/STORES, or person deputed by him for the particular purposes.

e) "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.

f) 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.

g) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

h) 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 5% of 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.

 SIGNATURE OF THE TENDERER WITH SEAL

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 . 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 DGM/STORES 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/STORES or the OFFICER-INCHARGE, to receive instructions.

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 DGM/STORES 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 extend 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 time, as directed by DGM/Stores 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 DGM/STORES 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 DGM/STORES 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.

i) 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 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 DGM/STORES 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 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 DGM/STORES 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.

d) The contractor has to remit the PF&ESI contribution in their own code and BHEL will not allot sub code.

e) Every month bill will be entertained only after remittance of the PF&ESI amount and has to obtain clearance certificate from the welfare department of BHEL.The final bill will be cleared only after submission of clearance certificate from the authorities concerned.

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 authorized Officials of BHEL.

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 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 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, GST 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.

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 SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE – V

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 equipments 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.

 SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE- VI

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 Act1948 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.

(3) 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 incase 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.

 SIGNATURE OF THE TENDERER WITH SEAL

6) The contractor shall get the contract labourer 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) WAGES:

The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.

The Minimum Wages Act of Tamil Nadu Government shall be followed and the minimum wages have to be paid to the labourers accordingly. In addition a sum of Rs.3200/- for USW, Rs.3700/- for SSW and Rs.4100/- for SW shall be paid per month per worker.

	USW	SSW	SW
Monthly basic pay	7650	7950	8205
Monthly D.A.	4574	4574	4574
BHEL Adhoc	3200	3700	4100
Total wages	15424	16224	16879

The statutory requirements like PF,ESI will be applicable for the above total wage of Rs.15424/16224/16879 for USW/SSW/SW respectively.. Bonus amount will be as per bonus act.

Any minimum wage increase during the contract period UPTO 5% will borne by the contractor.,

Any increase beyond 5% during the contract period will be reimbursed by BHEL as per actual deployment of manpower

Bonus amount will be as per bonus act. Minimum wage increase during the contract period will be borne by contractor. Wages to be paid through bank only.

(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 incase 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 contact 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 mandays 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 Central Rules 1971 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 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 or 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 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 or 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 or work) only if he had worked for a minimum of 2/3 of the total number of days in the reminder 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) Not withstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge 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 1.75% of wages to be recovered from his/her workmen and 4.75% 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 non compliance 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.

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

 SIGNATURE OF THE TENDERER WITH SEAL

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)	
03	**Details of Bank Account:**	
A)	**NAME & ADDRESS OF THE BANK** (WITH PIN CODE)	
B)	**BANK TELEPHONE NUMBER** (WITH STD CODE)	
C)	**BANK BRANCH CODE:**	
D)	**MICR CODE**	
E)	**ACCOUNT NUMBER**	
F)	**TYPE OF ACCOUNT**	CURRENT / OD / CASH CREDIT
G)	**VENDOR NAME AS PER BANK RECORDS**	
H)	**BANK BRANCH RTGS IFSC CODE**	
I)	**BANK BRANCH NEFT IFSC CODE**	
J)	**VENDOR'S EMAIL ID** (give two ids)	
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

SIGNATURE OF THE TENDERER 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: `

_____

(Manager / Officer's Signature Under Bank stamp)

DATE:

Authorisation 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.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure- A

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself.

BHEL reserves the right to go for Reverse Auction(RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non acceptance to participate in RA may result in non consideration of their bids incase BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':
"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.

 SIGNATURE OF THE TENDERER WITH SEAL

Un Price bid

Scope of Work for Material Handling Contract at RMS - Receipts
Tender No: 9890006E Dt.25-05-2019

Sl No	Description	UNIT	Qty	Rate per MT	Value in Rs.
1	Unloading of all Materials except Coils(Lifting tackles like wire ropes etc will be provided by BHEL).	MT	60000		
2	Assisting for Material unloading from railway wagons	MT	80000		
3	Assisting for Stock Verification / Attesting / UT Testing/ Cutting using Power Hacksaw / Punching / Cleaning / Spreading for Inspection / Packing / Painting / house keeping /assisting the BHEL crane for material issue / Unloading and Issues of Stainless Steel Shims etc., wherever necessary. (Payment will be made for 1 MT per man day utilized)	MT	7000		
4	Inter-carting of materials from one location to the desired locations within BHEL/Ranipet Complex including to extended factory premises(Rate for Transportation only using contractor's vehicle.).	MT	30000		
5	Return Store Voucher(RSV) material unloading	MT	2000		
	GST %				
	Total				

In the above Rate & Value column , the tenderer should mention as "quoted".
GST % to be mentioned in the appropriate column.

 SIGNATURE OF THE TENDERER WITH SEAL

Annexure-VII-Price bid

Scope of Work for Material Handling Contract at RMS - Receipts
Tender No: 9890006E Dt.25-05-2019

Sl No	Description	UNIT	Qty	%allocation
1	Unloading of all Materials except Coils(Lifting tackles like wire ropes etc will be provided by BHEL).	MT	60000	32.99465
2	Assisting for Material unloading from railway wagons	MT	80000	13.42394
3	Assisting for Stock Verification / Attesting / UT Testing/ Cutting using Power Hacksaw / Punching / Cleaning / Spreading for Inspection / Packing / Painting / house keeping /assisting the BHEL crane for material issue / Unloading and Issues of Stainless Steel Shims etc., wherever necessary. (Payment will be made for 1 MT per man day utilized)	MT	7000	36.54175
4	Inter-carting of materials from one location to the desired locations within BHEL/Ranipet Complex including to extended factory premises(Rate for Transportation only using contractor's vehicle.).	MT	30000	15.93983
5	Return Store Voucher(RSV) material unloading	MT	2000	1.09982
	Total value (A)			
	GST % and amount (B)			
	Over all value C = (A+B)			

 SIGNATURE OF THE TENDERER WITH SEAL