

Bharat Heavy Electricals Ltd

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Document for the work of

JOB CONTRACT FOR CLEANING OF COE BUILDING INSIDE THE FACORY PREMISES

Technical bid Opening Date : 17-05-2013

This Tender Document Contains29... Pages

Part – I Technical cum commercial bid 3.... Pages

Total ... 32.... Pages

Part – II Price Bid01.... Page

Note: Part – I: To be submitted in a separate sealed cover

Along with EMD.

Part – II: To be submitted in a separate sealed cover.

And Part-I & Part-II sealed covers should be put in outer envelope and super scribing the Name of work and Name & Address of the tenderer.

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BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560026

DEPT : FACTORY SERVICES/CIVIL
ENQUIRY NO.BHE/315/13/2650/ 01

DATE: 03-05-2013

PART-I
TECHNICAL-CUM-COMMERCIAL BID
(To be furnished by the Bidders)

01. NAME OF THE WORK : JOB CONTRACT FOR CLEANING OF COE
BUILDING INSIDE THE FACTORY PREMISES

02. APPROXIMATE ESTT.COST RS. : Rs.10.00 lakhs

03. STIPULATION PERIOD : 12 Months

04. NAME OF THE CONTRACTOR :

05. ADDRESS
(A) OFFICE :

TEL.PH NO/E-MAIL :

(B) RESIDENCE :

TEL.PH NO :

06. QUALIFICATION :

07. STAFF STRENGTH :
(A) TECHNICAL :
(B) GENERAL :

08. PLANT/EQUIPMENTS : NA

09 IN CASE OF TENDER DOCUMENT
DOWNLOADED FROM WEBSITE,
THE RELEVANT TENDER DOCUMENT
FEE OF **Rs.1000/-** IN THE FORM OF DD
IN FAVOUR OF BHEL EDN, BANGALORE
SHALL BE SUBMITTED ALONGWITH TECHNICAL BID
& FURNISH THE DETAILS :

10. a) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD
(As per schedule of items)

b)ACCEPT TO EXECUTE IN TOTAL : YES / NO

CONTRACTOR
(With Seal)

EMPLOYER

11. EMD PARTICULARS
 - (A) CASH :
 - (B) DEMAND DRAFT :
12. ACCEPTANCE
 - (A) DRAWINGS : NA
 - (B) DESIGNS : NA
13. BHEL'S PAYMENT TERMS : ACCEPTABLE / NOT ACCEPTABLE
14. Whether agreeable to make necessary Statutory payments as per BHEL EDN terms : YES/NO
15. Constitution of Firm : Individual / Sole Proprietorship Concern / Partnership Firm / Public Ltd. Company/ Private Ltd. Company
16. Electronic Funds Transfer (EFT) form enclosed : Please fill up the form

ESSENTIAL CRITERIA :

1. Experience of having successfully completed similar works during last 7years from the date of tender notice should be either of the following :
 - a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice OR
 - b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice. OR
 - c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.
2. Latest Bankers Solvency Certificate from Nationalized/ Scheduled Bank issued not earlier than 12 months from the final date of Tender submission for value not less than 10% of the estimated cost mentioned in the notice.
3. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 30% to the estimated cost as mentioned against each work in this notice.

Note: Offers of the Tenderers not meeting the above requirements are liable to be rejected.

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Documents required to be submitted

- 1) Copy of PAN/GIR No. Registration Certificate issued by Income Tax Authority
- 2) Certificate of TIN Number
- 3) Service Tax Registration Certificate
- 4) Registration Certificate with ESI/PF Authority
- 5) Income Tax Returns for last Three years
- 6) Bank Statement for last Six months
- 7) Overdraft facilities available with the agencies
- 8) Balance Sheet and Profit & Loss Account for the last Five years
- 9) Annual Turnover for the last Five years duly certified by auditor
- 10) Details of works carried out during the last 7 years in any Government/Public Sector Unit/Large Private Organizations with Certificate
- 11) Work on hand (Required for bid capacity also)
- 12) Registration with BHEL/KPWD/CPWD/other organization if any

Special Conditions :

- i) Successful Bidder should have their business office/Branch office at Bangalore with adequate Administrative/Technical staff.
- ii) Bidders should require to study the prevailing Market trend of Construction materials/labourers/other relevant requirement before quote and submit the competitive price.
- iii) The bidders should carry out preliminary survey at proposed construction site before submission of offer to ensure the rate quoted for the relevant schedule of items are correct.

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Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE - 560 026.

FS / CIVIL ENGG. DEPT

NOTICE INVITING TENDERS

1. TENDER NUMBER : BHE/315/13/2650/01, DATE : 03-05-2013
2. NAME OF WORK : JOB CONTRACT FOR CLEANING OF
COE BUILDING INSIDE THE
FACTORY PREMISES
3. COMPLETION TIME : 12 MONTHS
4. ESTIMATED COST : APPROX. Rs.10.00 lakhs
5. EARNEST MONEY DEPOSIT : Rs. 40,000.00
6. LAST DATE AND TIME FOR : BEFORE 3.00 PM ON 17-05-2013
THE SUBMISSION OF DULY
FILLED IN TENDER DOCUMENT
7. PLACE OF SUBMISSION OF : AT THE RECEPTION
TENDER DOCUMENT TENDER BOX / FACTORY SERVICE
BHEL / ELECTRONICS DIVISION
MYSORE ROAD,
BANGALORE - 560 026.
8. DATE AND TIME FOR : AT 3.15 P.M ON 17-05-2013
TECHNICAL BID OPENING

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NOTE: The Tenderer shall return the duly filled in Tender document after affixing
signature on all pages.

ISSUED TO CONTRACTOR:

INSTRUCTION TO TENDERERS

1. Sealed tender for the above noted work are hereby invited from contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the AGM/FS-CIVIL ELECTRONICS DIVISION, BHARATH HEAVY ELECTRICALS LIMITED, MYSORE ROAD , BANGLORE-560026 in two separate sealed covers for “Technical cum Commercial Bid” and ”Price Bid” duly superscripted and put in an outer envelope, superscribing the name of work and Name and Address of the tenderer. The local Address of the contractors, the Name of the person to whom all the correspondence are to be addressed should be indicated, with telephone/ Mobile No. (both office and residence), E-mail ID & Fax Number.
3. All entries in the tender documents should be in one ink. Eraser and overwriting are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with the proper indication of the name designation and address of the person signing and affixing his seal.
4. Tenderers shall fill in all the required particular in the blank space provided for the purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached thereto before submitting the tender document.
5. Unit rate should quoted in figures as well as in words in Indian currency only i.e. Rupees and paise with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of Octroi, sales tax, tax on work contract etc. etc. and also expenses towards PF and ESI contributions. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differs from those quoted in the words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer. In case of arithmetical errors between Rate and amount or any summation error, Rate (which shall be written in words) will be considered as the basis for computing the Total offered value.
7. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entained on this account after acceptance of the tender or during the currency of the contract.

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8. The rate to be quotes by the tenderer shall be firm and shall cover and include all statutory levies such as “octroi, sales tax, excise duty etc., arising from Act passed by Parliament or State Legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, central or state, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhanced rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entrained on any account.
9. A) The rate quoted in the tender shall remain valid for a period of “THREE MONTHS” from the date of opening the tender.

B) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of contract in case his tender is accepted.
10. Quantities shown in the schedule are only approximate and are liable to variation without entitling the contractors to any compensation, provided the total value of the contract does not vary by more than 20% (Twenty percent)
11. Before tendering, the tenderer are advised to inspect site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General condition of contract, instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered subsequent to award of work. The tenderer should specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the bill of quantities attached here to are only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alternation at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the contract in the bill of quantities attached hereto.

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GENERAL INSTRUCTIONS

1. The scope of work and details are enclosed.
2. The Contractor has to indicate his rates both in words & figures, the lowest of the two will be reckoned & binding in schedule.
3. EMD
- 3.1 **Earnest Money Deposit Receipt should be enclosed along with The Technical Bid.** When the work is awarded to lowest tenderer this will be adjusted against the security deposit payable by the contractor. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Bharat Heavy Electrical Ltd., Electronics Division, Mysore Road, Bangalore-560026
- 3.2 EMD given by the Tenderer will be forfeited as per Tender Documents if
 - i) After opening the Tender, the Tenderer revoked 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 regarding such period then Within 15 days after award of contract.
 - iii) EMD given by all unsuccessful Tenderers shall be refunded normally Within fifteen days of acceptance of award of contract.
- 3.3 EMD shall not carry any interest.

4 Security Deposit: 4.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below :

- | | |
|-----------------------|----------------------------------|
| a) Up to Rs. 10 lakhs | : 10% |
| b) Above Rs. 10lakhs | : Rs.1 lakh + 7.5% of the amount |
| Upto to Rs.50 lakhs | Exceeding Rs.10 lakhs |
| c) Above Rs.50 lakhs | : Rs.4 lakhs + 5% of the amount |
| | Exceeding Rs.50 lakhs |

The security deposit should be collected before start of the work by the contractors.

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4.2 Security Deposit may be furnished in any one of the following forms :

- i) Cash (as permissible under the income Tax Act).
- ii) Pay order, demand draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc.,(Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from scheduled Banks/Public financial Institutions as defined in the companies Act 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 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.

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

- x) Security Deposit shall not be refunded to the contractor except in accordance with terms of contract.
- xi) The Head of Unit may waive the Security Deposit in respect of Public Sector Undertakings particularly on reciprocal basis.

5.The management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.

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6.The contractor shall not transfer or submit the work to any one without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.

7.The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.

8.The rate quoted are firm for the entire period of contract, and are inclusive of all taxes, duties, statutory levies whether Central or State and are not subject to any revision. No increase in rates or extra payment will be allowed on any account. Increase in costs due to levy of new statutory levies under the Central or State Act or enhancement of such existing levies, wages, Ex-gratia, PF etc. due to on statutory ground time to time subsequent to tendering, shall be met by the contractor.

9.Whenever under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum due or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other work.

10. If the management of BHEL engages workers complete any part or whole of the work as per this contract for any period due to failure of the contract or to engage adequate number of workers. He has to reimburse to the management of BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate of as per MINIMUM WAGES OF BHEL for purpose of recovery from the contractor.

11. All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.

12.Without prejudice to any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards to enlistment of the work for the balance contract period after the death of the contractor.

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13.If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No. objection will be entertained after the contractor/his supervisor has signed in the register.

14.The contractor shall ensure payment of prescribed minimum wages of BHEL as may be notified and applicable from time to time which shall be obtained by him from the concerned officials of BHEL or statutory minimum wages, which is higher. The contractor shall disburse the wages in the presence of the company's representatives and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday/Holiday, payment shall be made on previous day.

15.The minimum wages of BHEL(Basic+VDA) is equivalent to Central Minimum Wages which get revised at an interval of six months. Therefore, the contractor may please quote their rate taking into account future changes in rate during the contract period.

16.The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above and the details of amounts remitted towards their PF & ESI for each month to be enclosed.

17.The contractor shall apply & obtain license under the contract labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the principal Employer.

18.The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, Workmen's Compensation Act 1923 and other statutory law relating thereto and made thereunder from time to time.

19.The contractor shall comply with the provisions of the workmen's compensation Act 1923, the payment of the wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of Children Act 1938, Employer's Liability Act, 1938, Industrial Disputes Act 1947 & other Acts Central or States, that may be applicable to him. He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any

CONTRACTOR

EMPLOYER

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workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.

20. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees Provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.

Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract labourers engaged by him.

21. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution thereon) to the ESI Corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL.

22. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed thereunder, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner through H.R. department, EDN BHEL and produce the Photostat copy of the challan receipt of monthly remittance of the contractor will be released only on production of 'NO DUE CERTIFICATE' from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as principal Employer.

23. The BHEL General Conditions of Contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL EDN and acquaint himself with provisions thereof to the satisfaction.

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24.This arrangement is purely on temporary license basis & it is subject to the extension/renewal slowly at the option & discretion of the management of BHEL.

25.The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non compliance with any of the terms & conditions of the contract by the contractor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.

26.Tenderers shall submit an up-to-date solvency certificates, from their bankers (scheduled Bank) & up-to-date Income Tax Clearance Certificate & work experience certificate.

27.The contractor shall follow such Act, rules & regulations of the State/Central Govt that are in force & that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force by the contractor.

28.The contractor shall take , at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

29.Any additional items of work not covered by the contractor or change in the frequency of cleaning work in excess of 110% of the agreed area or frequency has to be carried out by the contractor at a rate agreed by mutual discussion between the contractor and the Engineer-in-charge.

30.The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken out within 15 days of the award of work and has to be provided at the time of signing the agreement. Half percent (0.5%) of the amount shall be deducted from every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the Contractor shall be fully responsible for the consequences arising out of such default.

31.STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.

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32. The trends of changes of Basic+VDA as per the Minimum wages of BHEL at an interval of six months for the last 1 year is given below :

Wages per day			
Category	01/04/2012 to 30/09/2012	01/10/2012 to 31/03/2013	01-04-2013 to 30-09-2013
USW	Rs.278.57	Rs.279.00	Rs.299.37
SSW	Rs.292.54	Rs.292.97	Rs.313.34

Any increase in DA by Central Govt. Notification effective for the six months periods will be made applicable in BHEL hence such increase should be paid over & above the rates of wages shown above under USW & SSW Rs.299.37 & Rs.313.34 respectively. Therefore, the Tenderer shall anticipate the increase in DA and take that into account for quoting the rate.

33. Further if any benefits to be given to your worker as per BHEL instructions, the same will be communicated and such further benefits will be reimbursed to you on proof of payment to them.

34. The tenderer shall take notice that workmen engaged under this contract shall be provided with distinct Uniforms. He shall also provide them with Safety materials/gadgets for safe operation.

35. In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers. The lowest price bid (L1) shall be arrived based on the total amount for all the activities under the "Schedule" i.e. Part 2.

36. In quoting their rates, the Tenderers are advised to take into account all factors as explained. No claim for enhanced rates on account of increase of DA etc will be entertained after acceptance of the Tender or during the contract period of 1 year.

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37.The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI,PF, Bonus @8.33% etc. payable by the contractor for the workers he may deploy to carry out the job. (Under various enactments passed by Parliament or the by the State legislature and Rules framed thereunder). The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may be come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.

38. Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour. Prebid meeting deliberating aspects involved in job contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate or the prospective Bidders may seek necessary clarification on any matter related to this Tender from the concerned BHEL official before submitting the Tender. They should be well versed with BHEL General Conditions of Contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer shall specifically mentioned in this specification but which is necessary to complete the work.

39.The contractor has to pay Transport Allowance @ Rs.30/- per day, Attendance Bonus @ Rs.10/ per day, washing allowance @ Rs.75/- per month to the workers. The quoted rate shall be inclusive of all the above allowances.

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BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD, BANGALORE-560 026

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me / us that the BHEL General Conditions of Contract Including subsequent amendments / additions / deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

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ANNEXURE 'C'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him, A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations. The Contractor shall in respect of labour employed by him either directly or through sub-Contractors comply with or causes to be complied with contractors labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimu Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating there to and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only.

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The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract. The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from this sub-contractors.

In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractors Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs.50/- as liquidated damages for every default breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50/-per day for each day of default subject to maximum percent of the estimated cost of works put to tender . The contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expense incurred by BHEL in this regard.

The Engineer –in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

CONTRACTOR

EMPLOYER

SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submit a “SAFETY PLAN” to the authorised BHEL Official. The ‘SAFETY PLAN’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials: -
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978.
 - (iv) Eye and Face protection devices conforming to IS – 8520 : 1977 and IS-8940: 1978.
 - (v) Hand and body protection devices conforming to:
IS-2573: 1975
IS-6994: 1973
IS-8807: 1978
IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.

CONTRACTOR

EMPLOYER

...16...

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., Prior approval to the authorised BHEL official at the site shall also be taken by the contractor in all such matters. The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

CONTRACTOR

EMPLOYER

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorised BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the job.

CONTRACTOR

EMPLOYER

SCOPE OF NORMAL BUILDING CLEANING WORKS

1. Sweeping of the building, corridors and passages to be done daily and collecting floor sweep and dumping in the dustbins at specified areas.
2. Wet moping the floor area of the buildings at regular interval as directed by the Engineer – in – charge
3. The entire buildings including windows, doors, walls and ceiling/false ceiling should be dusted and cleaned at regular intervals.
4. The electrical fittings such as fans, tube lights, fitting switch board and also hoists should be cleaned once in 3 months.
5. All consumable materials like phenol, vim powder, Surf, Bleaching powder, Naphthalene balls, Urinal cakes, Broomsticks and all tools and plants shall be provided by BHEL.
6. The Contractor shall carry out all associated works assigned by the Engineer-in-charge from time to time.
7. The Contractor shall be fully responsible for keeping the buildings neat and clean.
8. The Contractor has to maintain day to day records/log books as per various regulations as directed by the Engineer-in-charge.
9. The Contractor has to issue ESI card to all Contract labourers engaged by them for this work, immediately on getting work order.

SCOPE OF WORK & INSTRUCTIONS:-

1. Cleaning of building inside our factory premises at all heights and levels includes sweeping of floors manually/vacuum cleaners, roof top and bottom, removal of cob-web / dust on walls, rooftop and bottom, false ceiling, partitions, chajjas, doors, windows, glasses, A.C. sheet roof, trusses, all kinds of structure, fittings and fixtures such as fans, tube lights, venetian blinds, A/C ducts, pipe lines, tables, chairs etc. complete and disposal of debris / waste / dust as directed by Engineer-in-charge.
2. Failure to employ adequate no. of persons resulting in the suffering of work will be considered as breach of the terms and conditions under this agreement & will entail termination of the contract forthwith and rearrangement of the work through other agencies, at the risk and cost of contractor.
3. The contractor should carry out the work as per the directions and instructions given by the management of BHEL from time to time in writing and failure to do so shall amount to termination forthwith.
4. Frequency of cleaning and rubbish removal will be as mentioned in schedule. All sweeping including rubbish and waste paper etc. shall be collected and disposed off as directed or thrown into dust bins provided for the purpose. Under no circumstances the sweeping shall be thrown around the building or building premises.

CONTRACTOR

EMPLOYER

5. The persons employed including temporary hands, shall be free from all types of diseases.
6. The contractor shall use consumable materials supplied by BHEL for cleaning purpose.
7. The contractor shall use quantity of materials required for the work time to time as directed by the Engineer-in-charge.
8. The workmen of the contractor shall wear the specified uniforms and suitable badges have to be provided by the contractor. The company is not responsible for any loss or damage to the contractor equipment used for the said contract.
9. As and when unforeseen, miscellaneous work arises, the contractor will have to carry such works with their existing workmen.
10. Minimum staff will have to be deployed in various shifts as directed by Engineer-in-charge.
11. Contractor is also required to pay Minimum Ex-gratia @ 8.33% to the labourers engaged for this work as per rules.
12. The contractor is also required to make monthly payment to the laborers engaged by them on their own without linking the receipt of payment from BHEL. If 7th falls on Sunday/Holiday, then payment has to be made on previous day.
13. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.
14. The contractor has to provide entry passes with photo for all the contractors laborers/supervisory staff working in the factory. The same will be sealed and issued by the security dept. of BHEL.
15. Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
16. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
17. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub contract the job without prior written permission from BHEL.

CONTRACTOR

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Name of work: JOB CONTRACT FOR CLEANING OF COE BUILDING
INSIDE THE FACTORY PREMISES

APPROX.NO.OF LABOURS REQUIRED FOR THE JOB CONTRACT

- 1.Semi skilled - 1 No.
- 2.Unskilled - 5 Nos

STATUTORY COST FIXED CHARGES

- 1.Wages
- 2.Attendance Bonus @ Rs.10/-per day
- 3.Transport Allowance @ Rs.30/- per day
- 4.Washing Allowance @ Rs.75/- per month
- 5.Add PF @ 12%
- 6.Add ESI @ 4.75%
- 7.Add Ex-Gratia @ 8.33%
- 8.P.F.Admn.Charges @ 1.61%
- 9.Add Contractors Service Tax @ 12.36%
- 10.Wages for EL 15 days per labour per annum

DAILY WAGES

- 1) Unskilled - Rs.299.37 per day (per labour
- 2) Semi skilled - Rs.313.34 per day (per labour)

CONTRACTOR

EMPLOYER

UUNIFORM AND SAFETY MATERIAL TO BE ISSUED FOR THE LABOURERS ENGAGED

Sl.No.	Description of item	
1	Supply & stitching of Uniform Terricot (2 Pants + 2 Shirts for each worker) for Male worker.	Two Pairs for each
2	Supply & stitching of Uniform (2 Sarees+2 petticoats + 2 Blouse) for each worker) for Female Workers	Two Pairs for each
3	Shoes warrior from Liberty with Two pairs of socks for male worker	One Pair for each
4	Safety chappals for Female Worker of approved brand	One pair for each
5	Gum Boots Full acid/alkali Proof non-glazed with lining	One Pair for each
6	Hand Gloves PVC Acid/Alkali proof Heavy duty cotton lining inside 16"	Two Pairs for each
7	Hand Gloves – Cotton Khaki D Dull 16" Dazzle stitch Universal	Two pairs for each
8	Respiratory Mask	4 Nos for each
9	Safety spectacles Goggles With '0' power toughened glass, movable side shield	2 Nos for each
10	Cotton overcoat Polyester earl steel grey length 45" shoulder 22" and Sleeve 22"	2 Nos for each
11	Lifebuoy soap	1 No. to each labour every month for 12 months

Note: The brand and specification should be approved by the Engineer-in-charge.

CONTRACTOR

EMPLOYER

1. Contractor's Obligations

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfill following obligations.

- 1.1 Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
- 1.2 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 1.3 Contractor shall maintain appropriate records of his employees deployed to carry out the job.
- 1.4 Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 1.5 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 1.6 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
- 1.7 Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 1.8 Contractor shall ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. The contractor shall be responsible for enforcing all safety regulations as applicable on his workmen and shall strictly ensure wearing of safety equipment by them inside the factory. Notwithstanding that BHEL may provide hand gloves & consumables , material handling equipment etc. wherever required, the contractor shall be responsible for their wearing of the safety equipments/gadgets.
- 1.9 The contractor has to provide his workmen uniform distinct different from BHEL employees. The uniform should have logo of the contractors firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.

CONTRACTOR

EMPLOYER

- 1.10 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any from the establishment of BHEL.
- 1.11 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable.
- 1.12 BHEL will provide materials for repairs wherever applicable and agreeable. However, it will be the responsibility of the contractor to ensure that materials to be available for repairs.

2 CONTRACTOR'S STATUTORY LIABILITY

- 2.10 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax Rules and all other applicable Acts and rules shall be complied with by the contractor.
- 2.11 Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 2.12 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 2.13 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 2.14 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 2.15 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.16 Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 2.17 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 2.18 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.

CONTRACTOR

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- 2.19 The contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution returns showing the number and description, by trades of the work, people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month.
- (i) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (ii) The number of female workers who have been allowed maternity benefits as provided in the maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- 2.20 The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 2.20 The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
- 2.21 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 2.22 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948.
- 2.23 Payment of bonus under the payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor.
- 2.24 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 2.25 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in BHEL premises. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.

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2.26 Contractor shall obtain license under CL (R&A) Act,1970.

2.27 All the Contractors will have to produce documentary evidence of being a Income Tax Assessee. Income Tax Permanent Account No.(IT PAN No.) and Tax Deduction Account No.(TAN) or Income Tax Clearance Certificate (ITCC) shall be produced.

3 GENERAL TERMS & CONDITIONS :

Engineer-in-charge shall give overall instructions to the contractor or his authorised representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor/his authorized Supervisor exclusive for this work only.

3.10 The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.

3.11 In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

3.12 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

3.13 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for a period of ONE YEAR from the date of issue of Job contract. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

3.14 Penalty at the rate of 0.5% per week will be levied , upto a maximum of 10% of the unexecuted portion of contract value; for the delay in execution of work.

CONTRACTOR

EMPLOYER

**CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT
ARBITRATION:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employer of BHEL or an employer of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

CONTRACTOR

EMPLOYER

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through :

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimise environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.
- Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

CONTRACTOR

EMPLOYER

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:

STD Code

Company seal

Telephone No. with

BANK CERTIFICATE

We certify that _____ has an Account No _____ with us and we confirm that the

bank details given above are correct as per our records.

Date:

Place:

(.....)

Signature

Please return completed form alongwith a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd.,Electronics Division, Mysore Road, BANGALORE -560026

PART-II - PRICE BID

(To be submitted in a separate sealed cover)

**NAME OF WORK: JOB CONTRACT FOR CLEANING OF
COE BUILDING INSIDE THE FACTORY PREMISES**

No.of pages : 1 No.

SCHEDULE

**NAME OF WORK: JOB CONTRACT FOR CLEANING OF
COE BUILDING INSIDE THE FACTORY
PREMISES**

SL No	Description	Qty	Unit	Rate/Sqm (in figs & words) Rs. Ps.	Amount Rs. Ps.
1	Cleaning of Building windows, doors, ventilators, partitions, floor, ceiling etc. manually or with machine at all heights & levels	1215550.00	Sqm		
				TOTAL	

RUPEES IN WORDS :

CONTRACTOR

EMPLOYER