

ANNEXURE:-I

SUB: Preventive and breakdown maintenance of 04 Nos Fume Extractor in NTB BLIII and 2 NOS Dust Extractor system in TRM BLIII.

SCOPE OF WORK:

Preventive and Breakdown Maintenance of 02 NOS Dust Extraction System.

1. Repairing of eventual leakage in housing.
2. Renew the external painting to prevent corrosion.
3. Checking of operating condition of dust extracting part of the good functioning of bag filter.
4. Cleaning of all cleaning system part including diaphragm valves, solenoid valve and bags.
5. Replacement of damaging bags by new one.
6. Checking the differential manometer solenoid valve etc.
7. Checking the compressed air is clean dried and free of oil or not.
8. Measure the gas flow and regulate the matter according to planned project condition.
9. Set up a coating or heaters to keep gases above dew point.
10. Checking the holes and connection of bags to avoid leakage and load loss.
11. Checking the Leakages or clogging in pipeline of the system.
12. Checking the proper functioning of temporized sequencer to lacking of energy.

Preventive and breakdown maintenance of 04 Nos Fume Extractor System.

1. Inspection the electrical wiring.
2. Dismantling and cleaning the filter bags.
3. Checking the electrical cables and wires.
4. Checking emergency stop and changed the damage switches.
5. Checking and replacement of damage electrical contractors.
6. Changing the push button.
7. Fabrication of the blower stand.
8. Alignment of blower for proper suction of fume.
9. All material will be provided by BHEL

Note: Preventive and breakdown maintenance of 04 Nos Fume Extractor in NTB BLIII and 2 NOS Dust Extraction system is to be done 06 times in a year.

So total no of Preventive and breakdown maintenance of dust extraction system in a year will be 12 nos and of fume extraction will be 24 nos.

ENGINEER (FRX)

ANNEXURE-II

PRICE BID

S No	NAME OF WORK	NOS OF PREV. MAINT IN A YEAR	QTY	RATE	AMOUNT	WEIGHT AGE OF VALUE	QUOTED AMOUNT (Rs.)
	A	B					C
1	PREVENTIVE AND BREAKDOWN MAINT OF 04 NOS FUME EXTRACTORS IN NTB BLIII.	24 NOS	04 Nos				
2	PREVENTIVE AND BREAKDOWN MAINT OF AND 02 NOS DUST EXTRACTION SYSTEM IN TRM BLIII.	12 NOS	02 Nos				
				Total (Rs)	Rs.		Total Value (Rs.)
	GST EXTRA +TOTAL AMOUNT						

NOTE: i. Rate quoted has been in both figures and words.

II. Rate will be firm throughout the contract.

2. Price Shall be quoted both in figures and in words.

1. GST will be Paid Extra as applicable.
2. Any loss/ delay in tax credit due to the reason attributable to the contractors shall be recovered from them.
3. **IMPORTANT NOTE: The order will be placed on overall L1 BASIS.**

4. Discrepancy in words and figure

(a) If, in the price structure quoted for the required 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.

(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 upto 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.

5. overwriting clause as follows:

“Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.”

6. In case of multiple L1 rates, the L1 bidder shall be decided based circular No 50 of 2019-20 as follows as.

i. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Bidders.

ii. In case more than one bidder happens to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by to the toss /draw of lots, in presence of the respective L-1 bidders .or their representatives .

iii. Ranking will be done accordingly. BHELs decision in such situation shall be final and binding.

2

ENGINEER (FRX)

ANNEXURE-III

GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS AND AWARDING CONTRACT .

1.Definitions: -

- a) "Company of Corporation" shall mean Bharat Heavy Electricals Limited having its registered Office at New Delhi and includes a duly authorized representative of the Company / Corporation or any other person empowered in this behalf by the Company /Corporation to discharge all or any of the its, functions.
 - b) "Accepting Authority" shall mean the head of the Maintenance Division or any other person Authorized by him.
 - c) "The Contract" shall mean the notice inviting the tender and acceptance there-of and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Bhopal and the Contractor together with the documents referred to there in including these conditions , and any special conditions, specifications, design drawings. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or company as the firm may be and permitted, assigning of such individual or firm or company.
 - e) The Contract sum shall mean the lumpsum for which the tender is accepted, in the case of lumpsum contract, and in the case of item rate in the case of the works arrived at after extension of quantities shown in schedule of quantities by the item rates quoted by the tendered for various item.
- A "DAY" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- A "week" shall mean seven days without regard to the number of hours worked in any day in the week.
- The "work" shall mean the work to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra, additional altered or substituted work or temporary and urgent work as required for performance of the contract.
- Engineer in charge shall mean, the Engineering Officer appointed by the Accepting authority, who shall direct, supervise, and be in-charge of the work for purposes of this contract.

2 Secrecy of Tender documents;

2.1 The contractor shall be furnished, free of charge, two certified true copies of the contract documents. He shall keep one copy of this documents on the site in good order, and the same shall at all, reasonable times, be available for inspection and use by the Engineer-in-charge his representatives or by other Inspecting Officers.

2.2 None of documents shall be used by the contractor for any purpose other than that of this contract.

2.3 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923 applied to them and shall continue so to apply even after the execution of such work under contract.

3 **Work to be carried out :**

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, which may be required for full and entire execution and completion of the work.

3.1 Contractor shall make his own arrangements for all the tools, tackles, measuring instruments consumables required for the execution of the work.

4 **Inspection of work before submission of tender.**

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstances which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

4.1 **Law Governing the Contract and Court of Jurisdiction.**

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract

5. **Sufficiency of Tenderers:-**

The contractor shall be deemed to have satisfied himself before tendering, as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided, all obligations under the contracts and all matters and things necessary for the proper completion and maintenance of the works.

6. **Discrepancies and Adjustment and Errors:-**

The several documents forming the contract are to be taken as mutually explanatory of one - another. If there are varying or conflicting provision made in any document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error on description, quantity of rate or any error on description or any commission this firm shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. There in according to drawings and specification or from any of his obligation under the contract.

7 **EARNEST MONEY**

i) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in full. EMD can be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

EMD shall also be accepted in e-Mode (NEFT/RTGS/Net banking/POS/SB COLLECT etc.) The online receipt shall be enclosed along with the techno Commercial bid. For NEFT/RTGS payment, refer bank details as per Annexure "X". Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

ii) The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.

(iii) In the case of unsuccessful tenderer, the Earnest Money will be refunded after finalization of the tender and acceptance of award of work by successful bidder.

(iv) BHEL reserves the right of forfeiture of Earnest Money Deposit if:

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- b) The tenderer Fails to submit 50% of the total security deposit before start of work if so warranted.
- c) The tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI/contract is silent in this regard, it will be within 15 days after award of work.

iv) ONE TIME EMD

For SAS jobs, other than R&M jobs, the maximum value of EMD as well as one time EMD in a Unit (for exemption from payment of EMD with each such tender in that unit) will be five lakhs.

8 Security Deposit:-

8.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

8.2 **Total amount of Security Deposit** will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

8.3 **Modes of deposit:** The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:

i) Electronic Fund Transfer mode via following link:

<https://www.bhelbpl.co.in/gcins/iccs.htm>

ii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL, Bhopal) ii) Securities available from Indian Post offices such as National Savings Certificates,

iii) Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL, Bhopal)

iv) Timely submission of Performance Security for execution of the contract Bidder agrees to submit performance security required for execution of the contract within the time mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest **(SB/ rate + 6%)** for the delayed period shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due the amount of performance security due shall be recovered as per terms defined in NIT contract, from the bills along with due interest"

- 8.4 **Collection of Security:** At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 8.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- 8.6 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 8.7 The Security Deposit shall not carry any interest.
- 8.8 Contractor, who will be awarded work, have to deposit Security Deposit before start of the work..

9. Time and Extension for delay

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor, and mentioned in the work order, along with these conditions shall be the essence of the contract. The execution of the work shall commence from the 15th day after the date on which the Engineer-in-charge issues written order to commence the work. If the contractor commits default in commencing the execution of the work as aforesaid, Company / Corporation shall without prejudice to any other right or remedy be at liberty to cancel the order, and forfeit the earnest money / security deposit.

9.1 As soon as possible after the contract is concluded, the Engineer-in-charge and the contractor shall be agree upon a time and progress chart. The chart shall be prepared in direct relation to the time in the contract documents for completion of the work. It shall indicate the forecast of the dates of the commencement and completion of various activities to be done for completion of the work as per contract. This may be amended as necessary by agreement between the Engineer in-charge and the contractor within the limitation of time imposed in the contract document and further ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed exceed one month, complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4 the before 3/4th of such time has elapsed.

9.2 If the work be delayed by :

- a) Force majeure of
- b) Serious loss or damaged by fire or
- c) Delay of the part of other contractor or company / corporation in executing work not forming part of contractor
- d) Non availability / release of the machine which is the responsibility of the company /corporation.
- e) Any other cause which is the absolute direction of accepting authority is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice where of in writing to the Engineer-in-charge but shall never the less use constantly his best endeavours to prevent or mark good the delay and shall be all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

9.3 Request for extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.

9.4 The accepting authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing with in one month of the date of receipt of such request.

9.5 The contractor shall engage sufficient staff either through direct employment or through sub-contractor where such subletting is permitted to maintain the required rate 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 work, any person who has not completed his 15 year of age.

9.6 The contractor shall furnished to the Engineer-in-charge a complete list of the persons engaged on the work giving the following details.

- (a) name
- (b) age
- (c) Trade

Change over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.

9.7 The contractor, shall comply with the provisions of the payment of wages/Act 1936, minimum wages act 1948 Employees Liability Act 1938, Workman's compensation Act 1923. Industrial Disputes Act 1947. Maternity Benefit Act 1961 or any modifications there/of or any other rules relating there to and rules and regulations from time to time.

9.8 The contractor shall indemnify the company / corporation against any payment to be made under and for observances of the regulations aforesaid without prejudice to his right to claim indemnity from this sub-contractors.

10. **Safety Code**:-The contractor shall, at his own expense arrange for the safety \ provisions as required by the Engineer-in-charge in respect of all worker directly or indirectly employed for the work and shall provide all facilities in connection there with. In case the contractor fails, to make arrangements and provide necessary facilities, the Engineer-in-charge shall be entitled to do so, and recover the cost there of, from the contractor.

11. **Nuisance**:- The contractor shall not at any time do cause or permit any nuisance on the work site or do any thing which shall cause unnecessary disturbance or convenience to other workers.

12. **Worker Insurance**:- Contractor shall insure their men as per the workman's compensation act.

13. **Contractor's Supervisions**:-

The contractor shall either himself supervise the execution of the work or shall appoint competent man approved by the Engineer-in-charge to act on his behalf.

14. **Inspection and Approval**:- All work embracing more than one process shall be subject to examination & approval at each stage there of and the contractor(s) shall given due notice to the Engineer-in-charge or his authorized representative when each stage is ready.

14.1. No work shall be covered up or put out of view without the approval of Engineer in-charge, or his representative and the contractor shall afford full opportunity, for examination of any work which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid if required by Engineer in-charge, he shall uncover such work at contractor's own expenses.

14.2. Removal of workers: The contractor shall employ for the execution of the works only such persons as are skilled and experienced in their trades and the Engineer in-charge shall be at liberty to object and require the contractor to remove from the work any person employed by the contractor for the execution of the work, who in the opinion of Engineer-in-charge misconducts himself or is incompetent or negligent in performance of his duties, and such persons shall not be re-employed for the work without the written permission of the Engineer-incharge.

15. **Work during the Night, weekly off and Holiday:-**

No work shall be carried out during night, factory weekly off and public holidays without the prior written permission of Engineer-in-charge.

16. **Compensation for delay:-**

If the contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the company/corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned on schedule 'F' in the contract value condition 13 or that the work remains incomplete. This will also apply to items or groups of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a. Delay in Execution of work shall result in a penalty of ½ % per week subject to maximum 10 % of total contract value.

17. **Terms of Payment:**

i) **The Payment shall be made only after the successful completion of work & monthly submission bill after month through running bills. Payments will be made on the basis of of PMs done of the Fume Extractors & Dust extraction system. . Payment of running bills shall be made within 60 days (45 days in case of MSMEs) from the date of submission of bills (measurement book) by the contractor, meeting all formalities and duly verified by Engineer.**

ii) Delay in execution of work may cause penalty of ½% of contract value per week upto a maximum of 10% of contract value. **GST extra will charged.**

iii) Income tax/GST will be deducted from the bills as applicable.

18. **Defects Liability Period Guarantee:**

- a. The contractor shall guarantee the executed work for satisfactory performance for six months from the date of handing over with any major impairment to the accuracies and performance excluding mal-operations and accidents.

18.1. If any defect is noticed during the six months period of Guarantee contractor is liable to rectify the same free of cost within a fortnight from the receipt of the intimation.

19. Defects Liability period-guarantee the executed work for the satisfactory performance for six months from the date of handing over with any major impairment to the accuracies and performance excluding mal operations and accidents.

19. 1.If any defect is noticed during the six months period of Guarantee, Contractor is liable to rectify the same free of cost within a fortnight from the receipt of the intimation.

20. **Cancellation of contract in full or part:**

If the contractor:-

- a. At any time makes default in proceedings with the work with diligence and continues to do so after a notice in writing of 7 days from Engineer-in-charge or,
- b. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given by Engineer-in-charge in that behalf or,
- c. Shall offer or give or agree to give to any person in M/s BHEL, Bhopal services or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for hearing to do for having done or for borne to do any other contract for the Company / corporation or,
- d. Shall obtain a contract with the Company/ or Corporation as a result of retendering or other non-bonafide methods, competitive tendering then the Accepting Authority may without prejudice to any other right to remedy, can cancel the contract in full or part.

21. **Arbitration and law:**

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

ii. The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

iii. Work under the contract shall be continued by the contractor during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.

iv. The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceedings shall be at Bhopal.

22. **Jurisdiction:** The jurisdiction in all cases shall be at Bhopal alone.

Signature of the -----
issuing officer

Signature of the -----
Contractor Date:.....

INSTRUCTIONS TO CONTRACTORS (ANNEXURE-IV)

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS

BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

Contractor shall obtain Police Verification of all his workers.

Contractor shall submit following Certificate for each contract separately.

“ It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in - ----- (type of work) against work Work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division & representative of HR who shall record under his signature at the end of entries in the Register of wages in the following form

“ Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities , the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

Contractor will be responsible for good conduct of his employees . In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

Contractor shall fully comply provisions of various applicable labour laws .

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.

Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.

Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- “ Contract Labour (R&A) Act 1970 and rules 1971.
- “ Payment of Wages Act.
- “ Minimum Wages act 1948, M.P. Rules 1958
- “ Employees State Insurance Act 1948, Rules and regulations 1950
- “ Employees Provident Fund Act 1952 and Pension Scheme 1995
- “ Workmen’s Compensation Act 1923
- “ M.P. Industrial Relations Act 1960.
- “ Factory Act 1948
- “ Maternity Benefit Act 1961
- “ Equal Emolument Act 1976
- “ M.P. Shram Kalyan Nidhi Adhiniyam 1982
- “ Payment of Bonus Act 1963
- “ Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

1.0 NCES – PRE-REQUISITES Contractor shall commence the work only after obtaining :

- a. Labour Licence
- b. Provident fund codeno.
- c. ESI code no
- d. Registration no.
- e. Notice of commencement in Form 6-A & Maintain Register of workers Form 13.

2.0 CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

- a. Employment card as per rule no 76 of contract labour(Regulation & Abolition) MP rules,1973
- b. Appointment letter to his employees.
- c. Annual leave with wages including EL,CL, National Holiday & Festival holiday.
- d. Leave record register.
- e. Shall engage only adult workers who have attained the age of 18.
- f. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
- g. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
- h. Remit Provident fund contributions in prescribed 3A & 6A forms
- i. ESI contributions in Form 6
- j. Submit challans of PF & ESI contributions every month.
- k. Provide Personal protective equipments for his employees
- l. Distribute wage slip each month to his employees
- m. Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
- n. Preferably Uniform to labours different from BHEL employees
- o. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

- a. Those engaging 100 or more workman, should submit or copy of standing orders.
- b. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report Notice of completion - Form 25 A(8).

Annexure - V
DECLARATION BY THE CONTRACTOR

I, Sri _____, owner of M/S _____, hereby declare that I do not have any relations, as specified below, in the **Transformer Capacitor & Bushing Group/Transformer Capacitor & Bushing MAINTENANCE Group of BHEL, Bhopal.**

I hereby authorize BHEL to cancel my tender, if my statement is found wrong, i.e. if it is found that any of my relatives, as defined below is found to be working in any of the divisions under **Transformer Capacitor & Bushing Group/ Transformer Capacitor & Bushing MAINTENANCE Group of BHEL, Bhopal.**

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

I also understand that in such case, following action may be taken against my company: -

1. Termination of contract
2. Disqualification/debarring from all future contracts

I also, promise neither try to influence, chase or interfere into the working of BHEL officials nor engage any BHEL employee or any other third person for the same. In case such incident does occur, it may lead to my disqualification/debarring from the contract.

Tenderer's Name & Address:

Name & signature of the bidder (Seal)

ANNEXURE –VI
(FORCE MAJEURE, RISK & COST CLAUSE)

(The Terms & Conditions given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory Compliances” or any other Tender document, where ever applicable).

1. Force Majeure Clause :

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price”.

2. RISK & COST Clause :

If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.