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(The Special conditions given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory compliances”, where ever applicable).


1. Tender submission:

Tenders can be submitted personally or by Speed post / Registered post with acknowledgment. Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission shall be rejected, even if there is any postal delay.

2. Tender fee, EMD and Security Deposits has been waived off for BHEL aided Societies.

3. Terms and Condition of contract for operation of material handling vehicles :

- a) They shall operate/ drive the vehicles such a way that it remains in good condition and original specification/ characteristics /features shall not be changed.
- b) All the complaints received for faulty/ improper driving or unavailability of driver on vehicle shall be attended immediately.
- c) Contractor or his authorized supervisor shall regularly visit and meet the production head/ authorized representative of BHEL for that Block on every day to obtain the information about the operators. Failing which BHEL shall be free to take suitable action as per relevant terms & conditions of agreement at it's discretion as required.
- d) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be paid by the contractor Fto BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- e) The Contractor is directly responsible for injuries/death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of or by the vehicle while performing the contractual obligations.
- f) Any amount recoverable from Contractor towards the loss / damage will be recovered from the outstanding payments due. In case the amount is insufficient for such recoveries, Contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into parallel contracts for the same period or any part thereof.
- g) Contractor or his authorized person shall regularly visit and meet the block in-charge everyday to obtain the information about the breakdowns and presence of driver and should monitor and review the complaint if any and ensure that the work is done efficiently & effectively, without delay and will report the status of the jobs on a day-to-day basis to BHEL in charge, failing which In charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
- h) Contractor shall be required to follow working instructions mentioned below without fail.
 - i. All the employee of contractor shall be provided with Identity card by the contractor.
 - ii. The contractor shall be responsible for the materials handed over to him, and in case of any mishandling or missing, the same shall be replaced or repaired at his own risk and cost. Any damage caused to any of the material/ equipment/ tools/ installation, or to the building of BHEL particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same free of cost. Cost of damages caused due to bad workmanship shall be recovered from the contractor
 - iii. The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable as per the instruction of the block Engineer in charge.


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- iv. Contractor must ensure all desired safety aspects regarding material handling equipments & the operators deployed by him must ensure provision & usage of personal protective equipments (PPEs) for the staff deployed.
 - v. In case of violation of safety norms including non-use of personal protective equipment by the contractor's employee, the contractor shall be levied penalty. In case the contractor is not taking effective steps to improve his safety performance as directed by Engineer in charge based on advice given by Head, Industrial Safety & Fire, the contractor shall be further penalized including termination of his contract.
 - vi. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
 - vii. The Contractor shall furnish local contact telephone number, Mobile number & contact address.
 - viii. 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.
 - ix. BHEL Engineer in charge will have the right to withdraw the work permit for any of the contract workmen for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.
 - x. 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. Helmet shall be integral part of the uniform.
- i) **Record Keeping** - Contractor has to maintain the following records:
- i. Vehicle wise daily records of operator deployed.
 - ii. Staff attendance/ wages/ PF/ ESI & other records desired by regulating/ Govt. authorities.
 - iii. Contractor shall be responsible to provide records as required and directed from time to time.

4. Qualification & Experience of Operators/Supervisors

- (a) The work force deployed by the contractor should have relevant qualification and required experience of the concerned job and should preferably possess the qualification as under:-

Sl. No	Staff Description	Minimum Qualifications & Experience
01	Supervisor	Diploma in Mechanical/ Electrical with 3 year of experience in this field and working knowledge of computer.
02	Operator (Skilled)	Operator should possess valid driving license for two/ three wheelers vehicles from any RTO with minimum 6 months of working experience in driving. Must have age below 55 years and have medical fitness certificate from any registered doctor (preferably MBBS working in govt. hospital) <i>Further, at all stages of work, 20% of total skilled workers deployed by the contractor should be qualified & possess certificate in particular trade from CPWD Training institute/ Industrial Training Institute/ National Institute of Construction Management & Research (NICMAR), National Academy of Construction, CIDC or any similar reputed & recognized institute managed / certified by State/Central Government.</i>

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- (b) For qualifying purpose, a certification from Bidder is required for deployment of above required experience staff as per ANNEXURE-VIII. However, List of Supervisors/ Operators with qualification & experience shall be furnished by successful Contractor before commencement of work in BHEL.
- (c) Successful contractor shall submit the Character certificate and completed bio-data along with a stamp size photo of his workers, supervisors and engineers to the BHEL Engineer in charge within 10 days from the date of LOI, who will screen the bio-data for technical capability and give the clearance for deployment. No deployment will be made by the contractor without the clearance of the BHEL Engineer in charge.
- (d) The Contractor shall furnish full details of his employees that he proposes to deploy for this work. Contractor shall employ on the work adequate number of qualified and competent staff to ensure the execution of work in time and the numbers will have to be augmented as per the requirement and direction of the BHEL to ensure completion of work in time.

5. PERFORMANCE EVALUATION

The performance of the contractors & his employees will be assessed periodically and the contractor shall be informed from time to time orally or in writing.

6. PAYMENT OF WAGES :

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorised representative of contract awarding deptt. 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 through Digital Mode on date
Cash payment for any work is not acceptable.


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.

Current MP government recommended Minimum wage per day in Rupees for contract labor :

Type of Worker	BHEL Recommended Minimum wages effective from 01-10-2020
Skilled(Operator/Supervisor)	Rs. 409.00

The above rates revised by MP government in every month of April and October in a year. Contractor shall ensure the payment of statutory minimum wages, PF, ESI, Contribution to Labour Welfare Fund and bonus as per statutory requirements” as per Minimum wage circular issued from time to time.

- a. The bills for payment shall be submitted on monthly basis be made on a monthly basis as per the accepted rate based on the activities carried out as in the schedule of work duly making deductions, if any, for the various activities as mentioned in Penalty clause. In case of short deployment of man power the deductions shall be made on a daily basis.
For example : No of days x man power rate, wherever mentioned less penalty if any as per clause 4.0 below.
- b. The bidder also requested to pay their workers through Bank to ascertain the wages paid after award of work.
- c. Successful bidder should follow the set guide lines of BHEL-HR(CLC), the final bill shall be released only after meeting all the compliances and payment of bonus to the workmen.

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- d. Payment will be made to Contractor on the basis of work carried out by him, which will have no relation with the payment schedule of Contractor employees.
- e. **The contract is a fixed price for quoted service charges. However Escalation of statutory wages declared by the Government of MP, PF, ESI and Labour Welfare fund contribution, from the time to time will be permissible.**
- f. The service charge quoted shall be inclusive of all other statutory payments, levies and all other Govt. taxes but Excluding Basic wage declared by BHEL HR Department, PF, ESI, Labour Welfare fund contribution, bonus and GST as applicable. No additional/overtime/ waiting charges will be paid other than the service charge.
- g. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of **Rs. 34.07/-** per day for Operator/Supervisor as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL
- h. Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of Income tax and other deductions as may be necessary as per the conditions of the contract.

7. Penalty Clause :-

- (a) **Penalty for delay in start of the work** – After receipt of LOI, if party fails to start the work within 10 days from LOI date, the penalty @0.5% of work order value per week shall be imposed, maximum up to 10% of contract value.
- (b) **Penalty for non-deputation of requisite man power** - In case Contractor fails to provide Supervisors and Operators as per the agreed terms and conditions, deduction shall be made on per person per day basis. This will be applicable when contractor fails to achieve **minimum 90 % attendance** (90% of daily deployment x 25 days or actual no. of working days in month) for operators/supervisors for each work order separately. Attendance below 90% for Operators/Supervisors will attract penalty on per person per day basis and shall be **“equal to the rates quoted by contractor”** i.e. payment shall be made on actual deployment basis and penalty shall be deducted for total nos. of absence from required deployment. 90% attendance shall be lower side of decimal point.
- (c) **Penalty for violation of safety norms** - In case of violation of safety norms including non-use of personal protective equipment by the contractor’s employee, the contractor shall be levied a penalty of **Rs.1000/-** per incident and if similar violation is repeated, an enhanced penalty of **Rs.2000/-** per incident shall be imposed.
- (d) **Penalty for not providing uniform to staff**– In case party does not provide the designated uniform to all their deputed staff within one month from start of work, penalty of **Rs.75/-** per staff shall be imposed.
- (e) GST on above penalty values shall be charged extra.

Name & signature of the bidder

(Seal)

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ANNEXURE - VIII

Declaration by Contractor

Qualification & Experience of Operators/Supervisors :

Sl. No	Staff Description	Minimum Qualifications & Experience
01	Supervisor	Diploma in Mechanical/ Electrical with 3 year of experience in this field and working knowledge of computer.
02	Operator (Skilled)	<p>Operator should possess valid driving license for two/ three wheelers vehicles from any RTO with minimum 6 months of working experience in driving. Must have age below 55 years and have medical fitness certificate from any registered doctor (preferably MBBS working in govt. hospital)</p> <p><i>Further, at all stages of work, 20% of total skilled workers deployed by the contractor should be qualified & possess certificate in particular trade from CPWD Training institute/ Industrial Training Institute/ National Institute of Construction Management & Research (NICMAR), National Academy of Construction, CIDC or any similar reputed & recognized institute managed / certified by State/Central Government.</i></p>

It is hereby confirmed that we accept above condition for deployment of required number of staff with desired qualification and are enclosing a certification in this regard.

Date: _____

(Signature of the Contractor)

Place: _____

Official Seal: