भारत हैवी इलेक्ट्रिकल लिमिटेड ,रामचंद्रपुरम, हैदराबाद-32.
BHARAT HEAVY ELECTRICALS LTD, RAMACHANDRAPURAM, HYD-32.
संचार एवं जन संपर्क (COMMUNICATION & PUBLIC RELATIONS)
Phone: 040-23182234; Fax: 040-23186063; E-Mail: bkumar@bhelhyd.co.in

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TENDER NOTICE

Name of the department : **COMMUNICATION & PUBLIC RELATIONS**

Tender No: **HY/C&PR/TRAVEL/2015-16** Date: **10-07-2015**

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible contractors, who fulfill qualification criteria as stipulated in NIT, for the work, "**Off-loading of labour attendant jobs in C&PR Department**".

2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B indicating the Name of work, Part Number and Tender reference will be received at this office Up to **11.00 Hrs** on **21-07-2015** at **New Vendor Complex, besides administrative building, BHEL Ramachandrapuram.** Technical bid will be opened at **14:00 Hrs** on the same date and further information if any, may be obtained from the office.

3. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents without demand draft for the specific value will be rejected. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information are provided below:

4. The tender documents are consisting of :

   i) Notice inviting Tender
   ii) Instruction to Tenderer
   iii) General terms and conditions
   iv) Duties and Responsibilities of Contractor
   v) Manpower
   vi) Contract Work description
   vii) Pro-forma for offering technical bid
   viii) Special terms and conditions of Contract
   ix) Price Bid Format
   x) Declaration by Contractor
   xi) Period of contract
   xii) Failure to comply with contract
   xiii) Payment to Contractor
   xiv) Sub-contract
   xv) Statutory requirement
   xvi) Copy of agreement between BHEL & Contractor

5. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 Hrs to 14:00 Hrs from **Communication & Public Relations Dept**, BHEL-HPEP, Ramachandrapuram, HYDERABAD-502032 by paying the prescribed Tender fee of **Rs.250/-** (Rupees Two Hundred Fifty only) in the form of cash in the Cash Counter of BHEL Ramachandrapuram or crossed Demand Draft in favor of "BHEL- Ramachandrapuram, HYDERABAD-32".

6. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request or receipt of tender documents by the Agency.

(Sr Manager / C&PR)

Signature of contractor (with Name; Designation & Organization Stamp)

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1.0 NOTICE INVITING TENDER

i.	Tender Number & date	**: HY/C&PR/TRAVEL/2015-16 DT 10.07.2015**
ii.	Name of the Work	: **Off-loading of labour attendant jobs in C&PR Department**
iii.	EMD	: Rs 10,000/-
iv.	Approximate Estimated value of work	: Rs 3,71,906/- (Rupees Three Lakhs Seventy One Thousand Nine Hundred Six Only)
v.	Cost of tender documents	: Rs. 250/- (Rupees Two Hundred Fifty Only)
vi.	Last date for sale of tender documents	: 20-07-2015; 14:00 Hrs (from C&PR Dept, BHEL, Hyd-32)
vii.	Last date for receipt of tender	: **21-07-2015; 11:00 Hrs.**
viii.	Date, time and place of tender opening	: **21-07-2015 ; 14:00 Hrs** at VENDOR COMPLEX, BHEL, Ramachandrapuram, Hyderabad-502032
ix.	Contract Period	: **One Year**
x.	Maintenance period	: NA

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

i) Average annual financial turnover during the last 3 years, ending 31st March of the immediate previous financial year (i.e. for the years 2011-12, 2012-13 & 2013-14), should be at least 30% of the estimated cost. Further, if the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. Tenderer should submit audited chartered accountant certified balance sheet, profit & loss statement, income tax returns for last 3 years.

ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificates of the works, duly attested by signature & stamp of tenderer, to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three similar completed works each costing not less than the amount equal to **40%** of the estimated cost for one year.

OR

b. Two similar completed works each costing not less than the amount equal to **50%** of the estimated cost for one year.

OR

c. One similar completed work costing not less than the amount equal to **80%** of the estimated cost for one year.

Similar work means works related to **Dak distribution / Material Handling / cleaning / loading - unloading / shifting of materials / Horticulture / Labour etc**

iii) The Agencies should have Valid PF, ESI and Central Labor License for its personnel.

iv) The offers of the bidders who are on the **Hold/De-listed/Banned** list and also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

2.1 INSTRUCTIONS TO TENDERER

2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
Part 'A': Techno-commercial Bid (*To be submitted in sealed cover enabling us to open on date as indicated above*)
Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.

2.1.2 Part 'A' must be duly completed and super-scribed **"Tender No: HY/C&PR/TRAVEL/2015-16, Date: 10.07.2015, "Part 'A' - Techno-commercial Bid".** The tenderer *shall not indicate the price or rate* in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed **"Tender No: HY/C&PR/TRAVEL/2015-16/, Date: 10.07.2015, "Part 'B' - Price Bid".**

2.1.4 The Techno commercial Bid (Part 'A') and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.

2.1.5 Part 'B' – the price Bid should not carry any conditions. **Tenderer has to quote only percentage in the Price Bid format given by BHEL.**

2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.

2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.

2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.

2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.

2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.

2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.

2.1.12 **The Percentage Should be quoted in both, figures as well as in words.**

2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer, with Name & Designation.

2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the **New Vendor Complex, BHEL-Ramachandrapuram, Hyd-32** addressed to **Senior DGM / Purchase**, **Co-ordn., BHEL**, **Ramachandrapuram**, **Hyderabad-32** so as to reach on or before **11:00 Hrs** on date as mentioned above.

The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on **14:00 Hrs the same day** in the presence of tenderers or their representatives who are present for the tender opening. **Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately.** Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.

2.1.15 For any further details required, Senior Manager / C&PR, BHEL, Ramachandrapuram, Hyderabad-32 may be contacted in person or through Telephone No: 040-23182234, Fax: 040-23186063 or E-mail: bkumar@bhelhyd.co.in

2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI,PF contribution , payment of bonus) and backing out from contract after reverse auction or after receipt of PO / LOI / entering of agreement etc.,

2.1.17 **PRICE BID** - The tenderers are required to submit their quotation in percentage in the Price Bid (Part-B) format given along with the tender documents. The percentage should be quoted in the Price Bid, after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.1.18 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.

2.1.19 **VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

2.1.20 **REVERSE AUCTION**: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit **"online sealed bid"** in the Reverse Auction. **Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.**

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less

2.1.21 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

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

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) 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 (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.1.22 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote the rates against each item /work (main as well as sub-work/item).

2.1.23 **In case of quantity based work contracts, the tenderer should quote keeping in view of the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.**

2.1.24 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

2.1.25 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

2.1.26 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

2.1.27 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

2.1.28 Tender document should be complete in all respects.

2.1.29 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL within maximum four weeks of PO / LOI.

2.1.30 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.

2.1.31 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

2.1.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

2.1.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

2.1.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

SITE VISIT:

a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work

b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

c. The Bidder should inform the BHEL at least **2** days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.

d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

3.0 GENERAL TERMS AND CONDITIONS

i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.

ii) In case Contractor engages labour from outside Telangana / A.P. State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979

iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.

iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential

v) The rate for each part shall be reasonable and not unbalanced / impracticable. **In case BHEL come across any unbalanced / impracticable rates i.e. 20% or less than 20% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same.** If after its examination, BHEL still feels the rates are unbalanced / impracticable, **BHEL may ask the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL** on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.

vi) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process

vii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the immediate three preceding financial years.

3.1.2 The Successful tenderer has to get the license from Central Labour Dept. if applicable, under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.

3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.

3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.

3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.

3.1.7 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.

3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.9 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

3.1.10 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

3.1.11 Waiver of Tender Fee, EMD & SD is applicable subject to Production of Valid NSIC certificates.

3.2 SECURITY DEPOSIT

3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	: 10%
Above Rs.10 lakhs	: Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
Above Rs. 50 lakhs	: Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

3.3.4 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 India Post such as National savings Certificates, Kisan Vikas Patras etc.

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 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted 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.

3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.3 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL Ramachandrapuram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of Rs.3500/= per month. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and notified at appropriate time.

3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL Ramachandrapuram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER:

3.5.1 The Contractor shall provide the required manpower (as per Manpower details in Annexure-VI) for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.

3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.

3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5.A. SAFETY:

(i) All safety equipment such as cap, shoe, belts & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.

(ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

(iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00 (Rupees Five thousand) per occasion shall be imposed.

(iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.

(v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

3.6 PERIOD OF CONTRACT

i) The contract shall be, initially, for a period of One Year from the PO / LOI Date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

ii) If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.

ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.

iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

3.8 PAYMENT TO THE CONTRACTOR

i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strict during the contract period:
a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
b. If the unsatisfactory performance repeats, contract is liable to be short closed.

ii. The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

iii. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. The Contractor is required to submit the proof of expenditure incurred and acknowledgement from his workmen for providing uniform, however, subject to the maximum amount not exceeding Rs.1000/- (including stitching etc) for two pairs of Uniform to each workmen which is part of total contract value quoted. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein and contractor agrees to accept the same.

iv. The contractor shall pay bonus to all his workmen as per the provisions of the payment of Bonus Act 1965 and rules made there under for the contract period (at present 20%). In this connection, the Contractor shall submit actual Bonus paid statement for the relevant period along with final bill which is part of total contract value quoted. BHEL shall release total bill (final) claimed subject to the above, otherwise the amount equal to the bonus payable shall be deducted and retained with BHEL until complied.

v. The contractor shall provide Personal Protective Equipment including one pair (one year) safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period. The Contractor is required to submit the proof of expenditure incurred and acknowledgement from his workmen for providing Personal Protective Equipment, however, subject to the maximum amount not exceeding Rs.800/- (including socks etc.) for Personal Protective Equipment to each workmen for the whole contract period which is part of total Contract value quoted. BHEL will not entertain any additional/ excess claims than the ceiling limit provided herein unless the contractor offers such additional/excess claims in the Price Bid and BHEL accepts to the same.

Note: With reference sub clause iii & v of Clause 3.8, the contractor shall issue the required uniform & PPE during the first month of the contract so as to release the first bill in toto failing which the amount equal to the said expenditure shall be retained from first bill until complied.

vi. **IMPLEMENTATION OF PRICE VARIATION CLAUSE:** Any increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL RC Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR and Finance. In case of decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent. (Note: Increase is admissible on the variable components such as wages, Dearness Allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time).

3.9 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

3.10 LAWS GOVERNING THE CONTRACT

i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.11 LEGAL JURISDICTION:

i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.

4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:

(i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).

(ii) A register of workmen Form XIII (Rule 75)

(iii) Employment card Form XIV (Rule 76)

(iv) Service Certificate Form XV (Rule 77)

(v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.

(vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.

(vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.

4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.

4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.

4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.

(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities

(ii) Annual Return in Form 6A along with Form 3A.
(till this procedure is discontinued by the PF authorities)

4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- Attendance.
- Wage Register.
- Any other documents / registers as required

4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948

(i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

(iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.

4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 (Max. 20%) on completion of contract and to keep all the records in Form C as per the said Act.

4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.

4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.

4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.

4.19 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 payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.

4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

4.22 **NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL):** The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.

4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.

4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in “Second” and “Night” shifts will be required to exercise their franchise during their own time.

4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof

(I)	Leave Register	Form No. 15
(II)	Nomination	Form No. 25

4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.

4.28 **Contractor has to ensure that all his workmen are granted one day weekly off after every 48 Hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.**

4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

4.30 **Refund of Security Deposit**: Security Deposit of contractor will be refunded only after the expiry of the contract period & based on the certification of successful completion of the contract and payment of PF, ESI & applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.

4.31 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.

4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.

4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.

4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

4.37 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.

4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.

4.39 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.

4.40 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.

4.41 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.

4.42 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

4.43 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.

4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.

4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.

4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.

4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.

4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.

4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.

4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.

4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.

4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.

4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

4.54 **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

4.55 **Risk clause**: Not withstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. If there is any stoppage of service in any area of the Guest House operation, for any reason whatsoever, the Contractor is liable for penalty action as decided by BHEL In the event of any failure on the part of the Contractor, BHEL shall have the right, without any prejudice, to get the work done through any other alternate agency at the risk and cost of the Contractor. The additional cost, loss, if any incurred by BHEL will be recovered from the Contractor.

5.0 **CONTRACT WORK DESCRIPTION:** Please refer to Annexure-VI for details

6-A TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work **'Off-loading of labour attendant jobs in C&PR Department '**against Tender Enquiry No. **HY/C&PR/TRAVEL/2015-16, Date: 10.07.2015.** I / We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

1.	Notice Inviting Tender	(Part – A)
2.	Bid Application	
3.	Bid Questionnaire – A	
4.	Bid Questionnaire – B	
5.	Declaration by Tenderer	
6.	Instructions to tenderer	
7.	General terms and conditions	
8.	Specific terms and conditions	
9.	Evaluation of price bid	
10.	Scope of Work & Schedule-A	
11.	Price Bid Format	(Part – B)

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am / We are in possession of independent PF/ESI Code.

I / We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Strike out which is not applicable

Signature of Tenderer

Signature of contractor (with Name; Designation & Organization Stamp)

PART - A

TECHNICAL BID - I

Tender Enquiry No. : **HY/C&PR/TRAVEL/2015-16, Date: 10.07.2015.**

Details of the Contractor:

a) Name and address of the Firm **(with Phone No's & E-Mail ID's)** :

b) Name and address of the proprietor **(with Phone No's & E-Mail ID's)** :

c) Vendor Code in BHEL (if Registered) :

d) Is any contract being operated under the control of the tenderer in BHEL . Yes / No

(If yes furnish the details) :

	Location/ Address	Value	Date of Completion
1.			
2.			
3.			
4.			

e) Is any relative of tenderer employed in BHEL Yes / No

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date**:**

Signature of contractor (with Name; Designation & Organization Stamp)

TECHNICAL BID – II

1.	**Details of DD / Cash paid** (To be enclosed along with this bid)	
a.	DD or Cash receipt Details for payment of **EMD of Rs 10,000/-**	
b.	DD or Cash receipt Details for payment of **Cost of tender documents of Rs 250/-**	
2.	**PF Code No.** (With allotment proof)	
3.	**ESI Code No.** (With allotment proof)	
4.	**Central Labour License No.** (with allotment proof)	
5.	**PAN No.** (with allotment proof)	
6.	**VAT / TIN No.** (with allotment proof)	
7.	**Service Tax No.** (with allotment proof)	
8.	**Particulars of Experience/ Credentials:** Documentary proof to be submitted as per the Pre-qualification Criteria. (Submitted: Yes / No)	
9.	Financial turnover of last three years Accounting year 2011 – 12 Accounting year 2012 – 13 Accounting year 2013 – 14	
10.	NEFT Form (Annexure-V): New Contractors to fill up & submit along with the tender. (Submitted: Yes / No)	
11.	Bankers Solvency Certificate (Yes / No)	
12.	**Price Bid Validity:** Minimum 120 days from technical bid opening date.	
13.	**Acceptance to Security Deposit Clause**	
14.	**Acceptance to Reverse Auction**	
15.	**Acceptance to Penalty Clause:** 0.5% of the balance contract value per week or part there of up to a maximum of 10% of the balance contract value shall be levied in case of delay beyond completion period.	
16.	Registration with PSU, Govt. depts. / agencies, Pvt. Sector cos. or a well-established orgn.	
17.	Certifications by various agencies like ISO 9000 or if any	
18.	Have you quoted rates for all the activities as indicated in the Price Bid. **(Yes / No)**	
19.	Any other comments	

Note:

I. Photocopy in support of above wherever applicable should be attached.

II. For Non acceptance of above clauses, the bid is liable to be rejected.

Signature of the Tenderer
Date**:**

Signature of contractor (with Name; Designation & Organization Stamp)

SPECIAL TERMS & CONDITIONS OF CONTRACT

i. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.

ii. The quantity will be counted, measured and weighed and certified by the authorized persons.

iii. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.

iv. The payment will be as per actual quantity prepared, executed and accounted.

v. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.

vi. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus, issue of PPE, uniform cloth, safety shoe etc.,. based on which the contractors future bid if any in BHEL will be evaluated.

EVALUATION OF PRICE BID:

i. Tenderer has to quote percentage (%) as instructed in Price Bid.

ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (**Grand Total Price** minus tax credit, if, any)

iii. In the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.

iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.

IMPLEMENTATION OF PRICE VARIATION CLAUSE:

i. Any increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL RC Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR. In case of decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent.

ii. Increase is admissible on the variable components such as wages, dearness allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time.

6-C :: PROFORMA FOR PRICE BID: For Price Bid (Part-B), Please refer to our Excel sheet.

7.0 DECLARATION BY TENDERER

I, ---------- , aged ---------- Yrs., S/o ----------, residing at ----------
---

Hereby declare as follows:

(i) That my nationality is _____.

(ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.

(iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.

(iv) I shall not employ persons against whom Criminal cases are pending or under investigation.

(v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.

(vi) That there are no Criminal cases pending or under investigation against me or my firm or company.

(vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.

(viii) Neither myself nor my firm nor my company has been declared insolvent in the past.

(ix) I have taken due care and efforts to furnish only information which are true in the tender document.

(x) I shall employ labourers who are more than 18 years of age and having sound physical and mental health.

(xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date **:**

Place **:**

ANNEXURE-I

Undertaking to be submitted by the tenderer:

a) We have read all the terms & conditions of this NIT and understood the total scope of work, technical requirements, commercial requirements, contract labor requirements(including minimum wages or applicable BHEL fair wage rate revised from time to time, whichever is higher, DA, bonus, over time payment etc to be paid and EPF, ESI medical facilities, General Insurance etc to be provided to contract workers at BHEL, Ramachandrapuram), health, safety & environment requirements, all legal obligations as per various Government Acts mentioned in tender and other relevant Acts generally applicable to this NIT, although not specified explicitly.

b) We have the required technical and administrative competence, professional experience, financial capability to execute this contract successfully.

c) We had visited the site where the works are to be carried out and understood the full scope of work and all techno-commercial and all legal obligations. Our company has the necessary establishment in & around Ramachandrapuram/ Hyderabad/Secunderabad to successfully execute this contract. The list of contracts executed or being executed at BHEL, Ramachandrapuram and other places is enclosed herewith. The attested copies supporting experience certificates and work orders are also enclosed.

or

We have not presently visited the site where the works are to be carried out. However we have carried out or carrying out, same or similar works at BHEL, Ramachandrapuram and our company has necessary establishment in & around Ramachandrapuram/Hyderabad/Secunderabad to successfully execute this contract. The list of contracts executed or being executed at BHEL, Ramachandrapuram and other places is enclosed herewith. The attested copies of the supporting experience certificates and work orders are also enclosed.

d) All necessary clarifications and doubts, if any, were informed to M/s BHEL, Ramachandrapuram, in writing and satisfactory written replies were obtained.

e) Our offer is submitted of our own free will, considering all above submissions and we have considered and factored in all risk factors in our techno-commercial offer and priced bid. We will execute this contract successfully, to the complete satisfaction of all stake holders (contract labourers employed by us, M/s BHEL, Statutory authorities etc) involved.

f) We will not enter into any dispute and will not back out from the contract with M/s BHEL, Ramachandrapuram, after accepting the work order/Letter of intent.

g) We indemnify M/s BHEL, Ramachandrapuram from all extra costs, losses, litigations we may encounter with any entity, during or after execution of the contract.

h) Our firm is not on banned list of any BHEL unit, any other public sector unit, and any state or central Government departments. None of our partners or directors or executives are serving or associated with banned firms in present or past.

i) All the documents, certificates, statements are true and genuine, currently valid and will be valid during the contract period. Any statutory certificates, permits, licenses, exemptions etc expiring during contract period will be renewed before due date, to ensure the contract terms & conditions are not violated.

j) During execution of contract and thereafter, we shall not abet or indulge in any activity detrimental to the interests of BHEL.

k) We are interested to have continued long term good business relations with M/s BHEL, Ramachandrapuram.

(Signature of authorized representative with stamp)

Place: **Name:**

Date: **Designation:**

Signature of contractor (with Name; Designation & Organization Stamp)

ANNEXURE-II

Contract works currently under execution				
S.no	Contract Works Description; ref.no; dt;	Customer	Duration	Value (Rs)

Sign, Name, Designation, Stamp
of the contractor

ANNEXURE-III

Tenders submitted and currently under process				
S.no	Contract Works Description; ref.no; dt;	Customer	Duration	Value(Rs)

Sign, Name, Designation, Stamp
of the contractor

Signature of contractor (with Name; Designation & Organization Stamp)

ANNEXURE-IV

Check List

SNo	Description	Enclosed (Yes/No/NA)	Ref No's / Remarks
1	**TECHNO COMMERCIAL BID** (PART-A) All pages of NIT signed & stamped		In separate sealed cover
2	**PRICE BID** (Part-B only)		In separate sealed cover
3	**Undertaking to be submitted by the tenderer** (Annexure I)		Along with technical bid
4	Tender document cost		DD/Receipt no; dt:
5	EMD particulars		DD/Ref. no; dt:
6	Copy of **valid Labour License**		Ref.no; dt:
7	**PF Code** with proof of allotment (Yes/No)		Ref.no; dt:
8	**ESI Code** with proof of allotment		Ref.no; dt:
9	**Income Tax declaration** with PAN no- acknowledgment copy for the **last three financial years**		Ref.no; dt:
10	Work completion certificates		Ref.nos ; dt:
11	**Service tax registration no**		Ref.no; dt:
12	**Local office contact details & address** Name of Company: Authorised Person's name: Cell no: Land line no: e-mail ID: Office Address:		Alternate person/Supervisor name Cell no: Land line no: e-mail ID:
13	Self-Certified List of contracts being executed (Annexure II)		Ref.no; Date
14	Self-Certified List of tenders submitted and under process(Annexure III)		Ref.no; Date
15	NSIC certificate with MSME certificate, with latest certificate from chartered accountant about continuing MSME status (if applicable)		a) NSIC ref. no; Date b) MSME ref. no; Date c) CA certificate ref. no; Date
16	Corrigendum (if any)		
17	Deviations from NIT (if any)		List to be enclosed

NA = Not Applicable

Notes:

a) All documents & Copies of documents must be currently valid and self-certified, by authorised person signature & stamp (name & designation to be clearly mentioned).

b) PI carefully fills all details, neatly and legibly. If any of above documents are not submitted, your offer may be rejected without any further notice.

c) Originals must be submitted for scrutiny as & when required by BHEL.

Signature of contractor (with Name; Designation & Organization Stamp)

ANNEXURE-V

EFT FORMAT

New Bidders/Contractors have to submit the Authorization for National Electronic Fund Transfer (NEFT). Contractors who have already submitted the Form need not submit it again.

[New vendors to furnish this mandate on their Letter Head]

To,

Manager/Finance-Cash Management
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad – 502 032.

Dear Sir,

Sub: Details for National Electronic Fund Transfer (NEFT) – Reg.****

We request and authorize you to effect payment through NEFT to our Bank Account, subject to RBI Guidelines as per the details given below.

A. Sup code (As per PO/SCO) :
   (if available)
B. Beneficiary (Name as per PO/SCO) :
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. E-mail address of Beneficiary :
F. City (of Beneficiary) :
G. Bank Name :
H. Branch (of Bank) :
I. A/c Number :
J. A/c type (Saving or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :

Thanking you,

Signature (With Seal)
Name :
Address :

This is certified that the particulars furnished above are correct as per our records.

Date:-

(Signature of authorized official of bank)
With Bank Stamp

Signature of contractor (with Name; Designation & Organization Stamp)

ANNEXURE-VI

SCOPE OF WORK AND SERVICES

Attendant jobs like assisting VIP & Industrial visits, distribution of DAK & press releases, distribution of newspaper clippings & office files, Arrangements during press & media meet, distribution of PEPNEWS, Xerox machine operation, assisting in documentation of air / train tickets, passport, visas etc, preparation of snack bar activities and distributing the same to visitors and other miscellaneous activities assigned by the office of C&PR

Total Manpower to be provided: 1 No of USW Staff & 1 No of SSW Staff

Proforma for Contract Agreement

Agreement No	:	Job work No.	:
Date	:	IR No	:
Contract Value	:		
Name of the work	:		

This agreement is made on THIS DAY OF THIS MONTH TWO THOUSAND FOURTEEN YEAR between M/s Bharat Heavy Electricals Limited, Ramachandrapuram, HYDERABAD-502 032 having its registered office at Siri Fort, NEW DELHI (hereinafter called "the company" of first part) and M/s _____, address (hereinafter called "the contractor" of the second part).

Whereas through its tender notice No. ..... Dt. ..... the company had called tenders for ..... (Name of the work), details of which are annexed here to (hereinafter called "the said work") as per terms and conditions stipulated in the above tender notice.

The contractor has quoted his rates vide quotation dated ..... In pursuance of the said contractor's quotation dt....., the company after accepting the quotation has awarded the work of..... as per schedule **enclosed** herewith containing full details of description of work, payment terms and rate per unit of work vide LOI/Work Order……dated……. subject to the terms and conditions stipulated hereunder in addition to conditions stipulated in the said tender notice

Whereas the contractor has agreed to execute the above said work subject to the terms and conditions stipulated hereunder.

That notwithstanding anything mentioned earlier by either party, only the conditions included in the agreement shall prevail.

That the expenses incurred for the Non Judicial stamp required for entering into contract agreement shall be borne by the contractor.

Now it is hereby agreed as follows

1. That the agreement shall come into operation from..... (date) and will be in force upto ..... (date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

2. As per the terms and conditions of the Tender Notice, the contractor has paid Security Deposit worth Rs……../- (Rupees ……..Only) in the form of: ……..

3. **Refund of Security Deposit**: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the

Signature of contractor (with Name; Designation & Organization Stamp)

contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.

4. The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

5. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. The Contractor is required to submit their claims along with proof of expenditure incurred and acknowledgement from his workmen for providing uniform, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs.1000/- (including all) for two pairs of Uniform to each workmen. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein and contractor agrees to accept the same.
6. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus (at present 20%). In this connection, the Contractor shall submit actual Bonus payable statement for the relevant period before submission of final bill. BHEL shall release actual bonus payable amount after verification of necessary documents such as attendance & wage registers.

7. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period. The contractor is required to submit their claims with proof of expenditure incurred in providing Personal Protective Equipment to his workmen, subject, however, the maximum reimbursement of claim amount will not exceed a total amount of Rs. 800/- for Personal Protective Equipment to each workmen for the whole contract period. BHEL will not entertain any additional / excess claims than the ceiling limit provided herein unless the contractor offers such additional / excess claims in the Price Bid and BHEL accepts to the same.

8. The contractor shall fully comply with the following enactments / guidelines:

(a) Contract Labour(R & A) Act, 1970 & applicable Rules thereof
(b) Minimum Wages Act 1948 (Wage Rates not less than that notified by State Labour Department / Central Labour Department / notified by BHEL, RC Puram (whichever is higher) from time to time)
(c) Payment of Wages Act, 1936
(d) ESI Act, 1948
(e) EPF & Misc. Prov. Act, 1952
(f) Employees Compensation Act, 1923.
(g) A.P Labour Welfare Fund Act, 1987
(h) Inter State Migrant Workmen (RE & CS) Act, 1979
(i) Payment of Bonus Act, 1965
(j) Payment of Gratuity Act, 1972
(k) Equal Remuneration Act, 1976
(l) The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

9. a. The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHEL RC Puram under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.

   b. The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 incase the contractor engages workmen recruited from outside State of Telangana in which BHEL RC Puram located. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.

10. The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, **without which labour entry permission will not be granted.**

(a) Form XIII - Register of workmen employed by contractor (Rule 75)
(b) Form XIV - Employment card issued by contractor (Rule 76)
(c) Form XVI - Muster Roll (Rule 78(1)(a)(i))
(d) Form XVII - Register of wages (Rule 78(1)(a)(i))
(e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
(f) Form XIX - Wage Slip (Rule 78)(b)
(g) Form XX - Register of deduction for damages or loss (Rule 78)(1)(a)(ii)
(h) Form XXI - Register of files (Rule 78)(1)(a)(ii)
(i) Form XXII - Register of advances (Rule 78)(1)(a)(ii)
(j) Form XXIII - Register of overtime (Rule 78)(1)(a)(iii)
(k) Form XXIV - Return to be sent by the contractor to licensing Officer (Rule 82)(1)

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970

a. Copy of license to be displayed at the work spot as required under Rule 25 (2) 9 (ix)
b. Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i)
c. Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
d. An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
e. Copies of Notices required to be displayed as per Rule 81(1)(i) and any change occur the same shall be submitted as per Rule 81 (2).
f. Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
g. Register of person employed to be maintained as required under Rule 75
h. Employment cards were to be issued as per rule 76 (i)
i. Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
j. Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
k. Register of overtime to be maintained as per rule 78(1)(a)(iii)
l. Wage slips have to be issued as per rule 78(1)(b)
m. Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
n. Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
o. First aid facilities to be provided for the use of the workers as per rule 58 read with section 19
p. Crèche facilities to be provided for the use of children of women as per Rule 25(2)(vi)

11. The contractor shall observe
    (a) Weekly rest day
    (b) The Company List of Holidays.

12. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.,) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.

13. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive incharge of Contract Labour Cell of HR IR section

14. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable

15. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.

16. The Contractors shall pay to their workmen applicable minimum wages / BHEL Fair Wages whichever is higher.

17. The Contractor shall comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

18. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.

19. Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.

20. Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.

21. The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.

22. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.

23. Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.

24. Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.

25. The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.

26. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees compensation Act does not apply, take steps to properly insure against any claims thereunder.

27. In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause.

28. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer in charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.

29. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipment.

30. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official incharge of the work. The Contractor will also pay compensation as determined by the Authorities.

31. The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
32. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.

33. The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.

34. The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.

35. The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

36. The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.

37. The Income tax as applicable will be deducted from the bill of the contractor.

38. Each Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

39. The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

40. In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the Contractor shall extend paid Holiday/s to his workmen.

41. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL RC Puram (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e. 12% shall be paid on total wages paid to the contract labour.

42. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.

43. **IMPLEMENTATION OF PRICE VARIATION CLAUSE:** Any increase in consolidated Wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will be reimbursed by BHEL RC Puram to the contractor to that extent of increase on production of proof of payment to the workmen by the Contractor duly verified by the Contract Executing Officer, HR/IR and Finance. In case of

decrease in the Variable Dearness Allowance by the Appropriate Government, the same will be deducted from the running bills of the Contractor to that extent. (Note: Increase is admissible on the variable components such as wages, Dearness Allowance, PF, ESI, and leave wage etc., which will be notified by the HR/IR from time to time).

44. The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.

45. The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL

46. The contractor shall provide the required safety equipment to the labours engaged by him.

47. Contractor shall issue "Employment Card" to all labour and supervisors covered under the labour / works / job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.

48. A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section

49. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

50. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the Company and may or may not be the actuals required for execution.

51. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.

52. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be from time to time shall be done by the Company official.

53. For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.

54. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.

55. All materials, articles and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the Company.

56. Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.

57. The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

58. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

59. The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

60. The contractor shall employ only such personnel who found fit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

61. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
62. Out of total manpower to be deployed the Contractor shall to the extent possible deploy 15% scheduled castes and 7.5% of scheduled tribe community.

63. All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.

64. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

65. Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.

66. Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.

67. In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00 (Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

68. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications of the Company shall be taken down and removed from the work site at the contractor's expenses.

69. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, specifications, notes, procedures etc.

70. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final and binding on the Contractor.

71. Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.

72. If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.

73. It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.

74. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.

75. The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.

76. All waste material as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.

77. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works / dharnas etc., The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.

78. BHEL reserves the right to terminate the contract by issuing Thirty (30) days' Notice on account of failure of the contractor in discharging their respective contractual obligations mentioned in this contract.

79. BHEL reserves its right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.

80. In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.

81. In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.

82. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor or forfeiture of EMD/Security Deposit at the discretion of the competent authority of the Company. On successful completion of the contract to the satisfaction of the Company, the bank guarantee/SD shall be released after due claim period.

83. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

84. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) only shall have the jurisdiction.

85. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.

86. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.

87. The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further, the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government as applicable from time to time.

88. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.

89. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

90. The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

91. Over and above the agreed payments payable by the Contractor to the Contract Labours, if any declared by BHEL, shall be borne by BHEL.

In witness thereof the parties mentioned above have signed the agreement on the day and year above written in the presence of:

Signature of the Contractor **Signature of the officer on behalf of the Company.**

Witness:

1. **Signature, Name and Address**
2. **Signature, Name and Address**

Note: PO / LOI with detailed scope of work to follow, which becomes part of the Contract Agreement.

Signature of contractor (with Name; Designation & Organization Stamp)