

	<p align="center">Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. Phone : 0431 – 1539, 1516 E.mail : spswain@bheltry.co.in Website : www.bhel.com</p> <p align="center">WORKS CONTRACTS MANAGEMENT</p>	<p align="center">AN ISO 9001 COMPANY</p>
---	---	--

Tender No: WCM / 15 / 3015E

Notice Inviting Tender

Dt. 23.12.2015

Dear Sirs,

Sub: Two Part Open Tender inviting Technical and Price Bids for Reclamation of Rusted Pipes at Pipe Stores (Ward 9 & 31), BHEL Trichy-14.

Please submit your competitive offer for the above-subject scope of work as per the conditions given in the WORK/RATE SCHEDULE and Tender Conditions enclosed along with the tender.

- 01. PERIOD OF CONTRACT** : One Year from the date of commencement of work.
- 02. QUANTITY** : 20,000 Sq. Mtr. Approx.
- 03. LAST DATE FOR RECEIPT OF TENDER** : **10.30 AM ON 21.01.2016.**
- 04. DATE/TIME OF OPENING OF TECHNICAL BID** : **10.35 AM ON 21.01.2016.**
- 05. DATE/TIME OF PRICE BID OPENING** : The Tenderers who are technically qualified will be called for Price bid opening. The Date/Time of Price Bid Opening will be intimated to the Technically Qualified Tenderer separately.
- 06. EMD** : **₹ 20,000/-**(Rupees Twenty thousand only) in the form of Demand Draft only in favour of Bharat Heavy Electricals Limited, Trichy-14 payable at Trichy.

ANY OFFER SUBMITTED WITHOUT EMD WILL BE REJECTED

07. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3.Safety Conditions, 4. Welfare conditions, 5.Safety Precautions, 6.OCP, 7.General terms & conditions, which are enclosed.
- (b) Tenderer should furnish all the General & Technical Details asked in the “TECHNICAL BID”. Offers submitted with Incomplete and incorrect technical details will be liable for rejection.
- (c) The above documents as given in 07(a) & (b) shall be duly signed and sealed in all pages and placed in a common cover duly superscripting the cover “TECHNICAL BID” and submitted.
- (d) Tenderer should furnish the RATE in the enclosed “PRICE BID” format and shall be duly signed and sealed in all pages and placed in a separate cover duly superscripting the cover “PRICE BID” and submitted.

- (e) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover “EMD”**
- (f) **There will be 3 Separate covers. One cover for Technical Bid, One Cover for Price Bid and another cover for EMD.**
- (g) All the above 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the Tender No. & Date and Due Date.**
- (h) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (i) At the time of opening of Technical / Price Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BELATED and incomplete offers will become liable for rejection.

08. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will **REJECT SUCH TENDER AT ANY STAGE.**
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (l) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause of General Terms & Conditions)
- (m) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

for Bharat Heavy Electricals Ltd.

(Sthitapragyan Swain)
ENGINEER / WCM
Bldg. 53, First Floor
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

Note:- (i) The Tender shall be addressed to the above address
(ii) Tenders will be submitted and opened at the
above given address.

PRICE BID

(To be submitted in separate Envelope)

“WORK/RATE SCHEDULE”

TENDER No. WCM / 15 / 3015E Dt. 23.12.2015

Scope of Work	Approximate Qty	Rate in Rs. Per Sq. Mtr. (Excluding Service Tax)
(i) Segregation of the identified Pipes in size & specification wise. (ii) Stencil (Heat no.) details to be noted and Pipes to be cleaned with wire brush, stenciled, colors coded and apply the rust preventive oil.	20,000 Sq. Mtr. (This Quantity is indicative only and it may vary)	₹ _____ per Sq. Mtr. Rupees _____ _____ only per Sq. Mtr.

RATE BASIS:-

01. The quoted rate shall be firm throughout the currency of the contract.
02. The quoted rate should be excluding Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Service Tax will be paid extra on production of documentary evidence.
03. The quoted rates should be inclusive of cost of salary, PF, ESI, Bonus etc., to all the employee engaged for this contract and other statutory requirements related to this contract.
04. Contract will be awarded to Only One Party. In case there are more than one lowest bidders (L1 tenderer), ranking will be decided by draw of lot in the presence of all L1 bidders.
05. As per the BHEL circular, contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	-----	₹ 3,200/- per month
Semiskilled	-----	₹ 3,700/- per month
Skilled	-----	₹ 4,100/- per month
06. The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).
07. Quotation should be valid for a period of four months from the last date for submission of Tender.
08. The rate should be quoted per Sq. Mtr. basis taking into account the following points:
 - (a) There are approx. 5 Skilled Labour and 1 Supervisor required for carry out this work. However, it is for the contractor for decide the actual requirement of manpower for commensurate to the volume of work to be handled without affecting the work.
 - (b) The engagement of manpower will be on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
 - (c) Duration of work in a day will be of 8 Hours (excluding one hour for lunch/dinner break) in any of the shift as per BHEL requirement.
 - (d) Charges for engaging the manpower on Weekly off and Holidays declared by BHEL, will be paid based on the above rate per Sq. Mtr. .
09. New vendors responding against BHEL web site/NIC/CPPP/press advertisement, may visit the area of work, if they want, to get to know the scope/work details and also area of work, prior to quoting.

Place:

Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
GENERAL DETAILS
TENDER No: WCM / 15 / 3015E Dt. 23.12.2015

Sl.No.	Description	Details(Please Tick <input type="checkbox"/> wherever required)
1	Name of Company/Firm	
2	Name of Owner/Partner of Firm	
3	Service Tax Registration Documents	(<input type="checkbox"/>) Registered and Enclosed Code No. - _____ (<input type="checkbox"/>) Not Registered
4	% of Service Tax applicable to the tenderer for this work	_____%
5	PF Registration Documents.	(<input type="checkbox"/>) Registered and Enclosed Code No. - _____ (<input type="checkbox"/>) Not Registered
6	ESI Registration Documents	(<input type="checkbox"/>) Registered and Enclosed Code No. - _____ (<input type="checkbox"/>) Not Registered
7	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (Preferably Local Address)	

Note:-

- (i) **If Company / Firm is not registered with Service Tax, PF and ESI, they will have to comply with the statutory requirements on award of contract otherwise their bills will not be processed.**
- (ii) **If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.**
- (iii) **Apart from furnishing the above details, self-attested copies of relevant documents/certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.**
- (iv) **Copy of remittance of PF, ESI and Service Tax has to be enclosed with each month bill.**

Place:
Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
QUALIFYING CRITERIA
WCM / 15 / 3015E Dt. 23.12.2015
TECHNO-COMMERCIAL DETAILS

Sl.No.	Description	Details(Please Tick <input type="checkbox"/> wherever required)
1	EMD (Tender without EMD will be summarily rejected)	DD No. _____ Date _____ Drawn from _____ (Bank) for ₹ _____/ only
2	Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any of the two consecutive years out of last four years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16): 1. Copy of Income Tax submission Acknowledgment <u>OR</u> 2. Audited Profit & Loss account and Balance Sheet indicating CA membership number.	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
3	For Proof of experience - Work order / Award of Contract / work or contract or service completion certificate copy for work related to scope of work (Material Handling Contract / Cleaning & Painting, Stenciling Contract etc.) issued by any Central / State Govt. / PSU company / Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment.	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
4	Income Tax PAN Number (Enclose Copy of PAN Card)	

Note:-

- (i) Apart from furnishing the above details, self-attested copies of relevant documents / certificates must be enclosed with the Technical Bid.
- (ii) At any stage, BHEL may ask for original documents and contractor has to submit the same.
- (iii) If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / manipulated, business dealing with BHEL may be suspended.

Place:
Date:

Signature of the Tenderer
with seal & full address

1. SPECIAL CONDITIONS – I
TENDER No: WCM / 15 / 3015E Dt. 23.12.2015

The General Term & Conditions of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:-

1. **Details of scope of work to be done by BHEL Store :-**

- Move the rusted pipes identified by stores to reclamation area through Gantry / Mobile Crane.

2. **Details of scope of work to be done by Contractor :-**

- (i) Segregation of the identified Pipes in size & specification wise.
(ii) Stencil (Heat no.) details to be noted and Pipes to be cleaned with wire brush, stenciled, colors coded and apply the rust preventive oil.

3. **Facility to be provided by Contractor:-**

- (i) Sufficient Manpower for handling Pipes - (Approx. 5 Skilled Labour and 1 Supervisor)
(ii) Personnel protective equipment.

The above number of contract personnel is indicative only. However, it is for the contractor to decide the actual requirement of manpower for commensurate to the volume of work to be handled without affecting the work.

4. **Facility to be provided by BHEL :-**

- (i) Working Area
(ii) Wire Brush, Emery Sheet
(iii) Paint, Rust Preventive Oil, Paint Brush
(iv) Binding Wire

5. **Following documents will be must for Technical Qualification of Vendor:-**

- (i) EMD in the form of Demand Draft for ₹ 20,000/- only. Tenderer enclosing EMD exemption certificate (such as NSIC) should ensure that scope of work of these certificate is similar to the scope of work given in the tender.
- (ii) Documents to Prove Financial Soundness of the firm (in any of the following manner given below) for any of the two consecutive years out of last four years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16)
➤ Copy of Income Tax submission acknowledgment
OR
➤ Audited Profit & Loss Account and Balance Sheet indicating CA membership number.
- (iii) For Proof of experience - Work order / Award of Contract / work or contract or service completion certificate copy for work related to scope of work (Material Handling Contract / Cleaning & Painting, Stenciling Contract etc.) issued by any Central / State Govt. / PSU company / Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment.

- (iv) Copy of PAN Card

Self-attested copy of all the documents should be submitted along with tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / manipulated, business dealing with BHEL may be suspended.

Place:
Date:

Signature of the Tenderer
with seal & full address
Page 3 of 22

6. Documents in support of PF, ESI and Service Tax (If applicable) is to be enclosed with the tender.
7. If company / firm is not registered with Service Tax, PF and ESI, they will have to comply with the statutory requirements on award of contract otherwise their bills will not be processed.
8. If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.
9. The contractor shall provide their employees with Personal protective Equipment such as Safety Shoes, Hand Glove, Helmet, Goggles etc. (whatever required) and shall comply all safety regulations under Factories Act. Contractor should ensure proper use of these equipment.
10. As per the BHEL circular, contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	-----	₹ 3,200/- per month
Semiskilled	-----	₹ 3,700/- per month
Skilled	-----	₹ 4,100/- per month
11. The contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payments rate (Minimum Wage + Additional Wage).
12. Copy of remittance of PF, ESI & Service Tax and Copy of PAN Card has to be enclosed with each month bill.
13. The rate will be Firm during the currency of the Contract.
14. The Rate in the tender schedule will be excluding Service Tax and including any other taxes. Service Tax will be paid extra on production of documentary evidence.
15. The tenderers should quote the rate on **Rate per Sq. Mtr.** The quoted rate will be inclusive of the charges for the manpower, personal protective equipments, PF, ESI, Bonus etc, covering all statutory requirements.
16. Duration of Contract will be One Year from the date of commencement of work.
17. The vendors will be required to keep price valid for 4 months from last date for submission of tender.
18. Contract will be finalized through sealed price bid (paper bid).
19. Contract will be awarded to Only One Party. In case there are more than one lowest bidders (L1 tenderer), ranking will be decided by draw of lot in the presence of all L1 bidders.
20. After issue of LOI / Contract, if the Contractor fails to commence the work within 7 Days and complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor may be forfeited and business dealings with BHEL may be banned for 3 years.
21. If workmen of contractor is not reporting for work for more than 2 days in continuation, ₹500/- per day per manpower will be deducted from the bills for absentee from third days onward till tenth day. However, this clause is subjected to the availability of work and instruction given by end user (Pipe Stores).

Place:
Date:

Signature of the Tenderer
with seal & full address
Page 4 of 22

22. If workmen of contractor did not report to work till tenth day, BHEL will get the work done by other party at the contractor's risk and any additional cost will be recovered from the contractor's running bills.
23. The other party engaged by BHEL, will be asked from all the technically qualified vendors, against this tender through snap bid (price bid only). Three working days time will be given to all the vendors to submit their price bid and lowest rate against this snap bid will be operated. If all the technically qualified vendors are failed to cater the requirement, the same will be arranged from the open market vendors.
24. The contractor will have to prepare bills as per the format provided by the BHEL and get the signature of stores manager for making payment.
25. The rate should be quoted per Sq. Mtr. basis taking into account the following points:
 - (a) There are approx. 5 Skilled Labour and 1 Supervisor required for carry out this work. However, it is for the contractor for decide the actual requirement of manpower for commensurate to the volume of work to be handled without affecting the work.
 - (b) The engagement of manpower will be on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
 - (c) Duration of work in a day will be of 8 Hours (excluding one hour for lunch/dinner break) in any of the shift as per BHEL requirement.
 - (d) Charges for engaging the manpower on Weekly off and Holidays declared by BHEL, will be paid based on the above rate per Sq. Mtr. .
26. Tenderers shall sign each and every page of tender documents and affix seal for having accepted the conditions.
27. The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
28. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
29. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
30. The Contractor or his/her crew should handle the machinery and other equipments entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
31. Contractor shall supervise the work carried out by his/her employees.
32. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
33. Contractor shall maintain appropriate records of his/her employees deployed carry out the job(s).
34. Contractor will be responsible for the good conduct of his/her employees. In case any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.

Place:
Date:

Signature of the Tenderer
with seal & full address
Page 5 of 22

35. Contractor will ensure that the job is executed through his/her employees on and under no circumstances; the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
36. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
37. Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
38. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
39. The Service Tax has to be paid to the statutory authority by the Contractor and proof should be submitted to BHEL along with the next month bill.
40. Statutory deduction like IT etc. will be deducted from Contractor payment as required by Law.
41. Tender can be cancelled at any stage due to unavoidable circumstances.
42. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the any equipment of contractor by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
43. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
44. The contractor is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or any equipment arising out of accident for performing the contractual obligations.
45. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
46. The Supervisor/Unskilled worker engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- 47. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user (Pipe Stores / MM / RM).**

Place:
Date:

Signature of the Tenderer
with seal & full address

48. Declaration by the Contractor

- a) I provide details of contractor's group concerns or affiliates etc., who are also engaged in contract business.
- b) I provide details / particulars of partners / Proprietors / Directors of bidders / such group concerns or affiliates etc. including details of DIN no. (in case of directors) and PAN no. (in case of partners / proprietors) duly supported by self-attested copies of relevant documents.
- c) I confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- d) I confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if,

- a) BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or
- b) Any document submitted by the bidder was fake and forged or
- c) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

Place:
Date:

Signature of the Tenderer
with seal & full address

2. SPECIAL CONDITIONS –II
TENDER No: WCM / 15 / 3015E Dt. 23.12.2015

01. NATURE OF WORK:- Reclamation of Rusted Pipes at Pipe Stores (Ward 9 & 31), BHEL Trichy-14.

02. TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS

1. The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

- (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- (b) The minimum wages Act 1948 and the related rules
- (c) The payment of wages Act 1936 and the related rules.
- (d) The Factories Act 1948 and related Tamil Nadu Rules.
- (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- (f) The Employees State Insurance Act 1948.
- (g) Workmen Compensation Act 1923
- (h) Payment of Bonus Act 1965
- (i) Maternity Benefit Act, 1961
- (j) Payment of Gratuity Act, 1972
- (k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- (l) Equal Remuneration Act, 1976
- (m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
- (n) The Industrial Disputes Act 1947

and any other law, or modifications to the above or to the rules made there under from time to time.

03. REGISTRATIONS AND LICENCING

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- (a) Name of the Contractor
- (b) Nature of Work
- (c) Period of Work
- (d) Number of maximum labour employed by him on anyone day.
- (e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- (f) The labourer should be enrolled with PF, ESI and enrollment No should be furnished on finalization of contract.

04. The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

05. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

Place:
Date:

Signature of the Tenderer
with seal & full address

06. WAGES

The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamilnadu Government from time to time plus additional wages prescribed by BHEL.

07. The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.

08. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge for each month.

09. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-

- a. Serial Number
- b. Location
- c. Period of Work
- d. No. of Contract labour engaged during the month
- e. No. of days worked
- f. No. of Man – days worked
- g. Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS

10. The contractor shall maintain necessary documents I Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

11. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

WORKING CONDITIONS

12. The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.

13. The contractor shall ensure that his workmen vacate the premises after shift is over

NOTICES OF ACCIDENTS

14. In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

15. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

Place:

Date:

Signature of the Tenderer
with seal & full address

COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

- 16.** The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.
- 17.** The contractor shall regularly pay the amount by contribution i.e. employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- 18.** The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.
- 19.** The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- 20.** Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 22.** In case of non compliance of the provisions of the Acts and incase BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- 21.** The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 23.** Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

Place:
Date:

Signature of the Tenderer
with seal & full address

BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN

- ✓ The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- ✓ The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- ✓ The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- ✓ The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- ✓ The contractor should educate the contract workmen in registering the attendance through the system.
- ✓ Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- ✓ If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- ✓ On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- ✓ If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- ✓ The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- ✓ The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY

- All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- Smoking is not allowed in work area.
- BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

Place:
Date:

Signature of the Tenderer
with seal & full address

- Examples of operations that require a Permit to Work may include but are not limited to:
 - ❖ Hot Work
 - ❖ Excavation and Trenching
 - ❖ Confined Space Entry
 - ❖ Electrical Work
 - ❖ Working on Elevated Heights
 - ❖ Pipeline work
 - ❖ Roof Work
 - ❖ Radiography

- Fall protection equipment should be worn when working 2 meters or more above an established working surface.

- The minimum requirements for fall protection should be a full body harness, shock absorber, double locking snap hooks, and lanyard attached to a stationary support. Other fall protection systems (Roof top walk ladder, Duct ladder and safety Net) can be used with prior approval of the Safety dept. of the BHEL facility.

- **HAND TOOLS**
 - Power tools should be kept in good working condition.
 - Grinding wheels should be properly rated for the speed of the grinder, with guards in place without modification.
 - Power hand tools and extension cords must be good working condition and have proper grounding.
 - Contractor should not take power connection on their own from the electrical panel board without permission from the Electrical Dept. Temporary wiring and faulty equipment should not be used.
 - **Lockout/Tag out:** Lockout/Tagout should be used to secure all power sources when performing maintenance or service on equipment. Types of energy include: electrical, pneumatic, hydraulic, thermal, chemical and all forms of potential stored energy.

- **Forklifts**
 - Operators should be certified to operate forklifts and heavy equipment.
 - Riders are not permitted.
 - Forklifts must be equipped with a backup alarm.
 - When unattended, forks shall be fully lowered, power shall be shut off, keys removed, brakes set and wheels chocked if necessary.

- **Crane & Sling Safety:** Only trained certified operators and riggers are allowed to conduct lifting and hoisting operations with cranes. The use of a crane to hoist employees onto a personnel platform is strictly prohibited.

- **Suspended Loads:** A safe distance must be maintained when a load is suspended in the air.

- Employees shall not go between the suspended load and other objects where they may be trapped or crushed.

- **Cranes and Sling Ratings:** Proper inspection and determination of the load rating shall be conducted prior to use.

- Non-conducting Tag Lines should be used to control a suspended load.

Place:
Date:

Signature of the Tenderer
with seal & full address

3. SAFETY CONDITIONS
TENDER No. WCM / 15 / 3015E Dt. 23.12.2015

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Date:
Place:

Signature of the Tenderer
with seal & full address

4. CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No: WCM / 15 / 3015E Dt. 23.12.2015

1. The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Date:
Place:

Signature of the Tenderer
with seal & full address

7. GENERAL TERMS & CONDITIONS
TENDER No: WCM / 15 / 3015E Dt. 23.12.2015

- 1. DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the DGM/WCM, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of DGM/WCM, or person deputed by him for the particular purposes.
 - (f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including ENGINEER/WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2. HEADING TO THE CONTRACT CONDITIONS: -** The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/WCM.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

Place:
Date:

Signature of the Tenderer
with seal & full address

5. ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

6. COMPLIANCE TO REGULATIONS AND BY-LAWS :- The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

7. EARNEST MONEY DEPOSIT (EMD):

(a) EMD by the Tenderer will be forfeited as per Tender Documents if :

(i) After opening the tender, the tenderer revokes his tender within the validity period or increase his earlier quoted rates.

(ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.

(b) EMD given by unsuccessful tenderer shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer

(c) EMD shall not carry any interest.

8. SECURITY DEPOSIT:-

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) You may furnish the Security Deposit any one of the following forms:

i) Cash (as permissible under the Income Tax Act)

ii) Pay Order, Demand Draft in favour of BHEL

iii) Local cheques of scheduled banks, subject to realization.

iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum 16 months validity.

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 and with minimum 16 months validity.

vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected (any of the above form) and the balance 50% may be recovered from the running bills.

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

ix) The security deposit shall not carry any interest.

Place:

Date:

Signature of the Tenderer

with seal & full address

Page 16 of 22

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the document 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)

Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

9. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

10. RISK PURCHASE :-

- In the event of any successful tenderer's failure to fulfill any of the tender / contract obligations, BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement. Additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the tenderer / contractor who failed to complete the job in line with contract.
- The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the tenderer / contractor.

11. INCOME TAX:-

- (i) Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- (ii) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- (iii) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

12. SERVICE TAX:-

- (i) Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a copy of Certificate of Registration shall be furnished to Account Dept.
- (ii) After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.
- (iii) The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following:
 - (a) Continuous Serial no. & date of the bill
 - (b) Cost of the service
 - (c) Separately showing the Service Tax amount calculated at the applicable rate
 - (d) PAN based Service Tax Registration No.
- (iv) The Service Tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.

13. CENVAT : Wherever the contractor claims payment for the supply of materials used in the service. "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit.

Place:

Date:

Signature of the Tenderer
with seal & full address

- 14. VALUE ADDED TAX (VAT):-** Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials, rate of VAT, VAT amount, TIN no. is to be submitted for payment and availing the VAT credit.
- 15. ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
- 16. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/WCM., to act in his stead.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the ENGINEER/WCM., or the OFFICER-INCHARGE, to receive instructions.
- The DGM/WCM., shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 17. LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
- 18. PRECAUTIONS AGAINST RISK:-** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 19. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/WCM., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 20. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.
- 21. (i)** Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- (ii)** No BHEL employee and their dependents are eligible to submit their offer against this tender.

Place:
Date:

Signature of the Tenderer
with seal & full address

22. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:-

- (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- (b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
OR
- (c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

23. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- (a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- (b) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by DGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/WCM., or the same shall be recovered from the Contractor by other means.
- (c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM/WCM., whose decision shall be final and conclusive.

Place:

Date:

Signature of the Tenderer

with seal & full address

24. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor :

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/WCM., or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/WCM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by ENGINEER/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/WCM., whose decision shall be final and conclusive.

25. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

- 26. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/WCM., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

- 27. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/WCM, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- (a) Deviation from the items provided in the contract documents.
- (b) Extra items / new items of work.
- (c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

- 28. PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the BHEL OFFICIALS.

- 29. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Place:

Date:

Signature of the Tenderer
with seal & full address

30. POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

31. FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the DGM/WCM subject to prompt notification by the contractor.

32. ARBITRATION: - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/WCM., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

33. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

34. STATUTORY REQUIREMENTS:

- (a) All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Place:

Date:

Signature of the Tenderer
with seal & full address

- 35. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 36. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 37. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.
- 38. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 39.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Place:
Date:

Signature of the Tenderer
with seal & full address