

NOTICE INVITING TENDER

Bharat Heavy Electrical Limited, Ranipet is proposed to invite competitive offer for the work such as Data Entry, Documentation and other works as per List Attached (refer Annexure I). Nature of work and quantity depicts per month and per annum and nearly 17 assistant consultants may be deputed to complete the task in every month and the contract period is 12 months from the date of award of contract. The competitive offers as attached as Price bid (refer Annexure II) may be sent immediately to reach the Senior Officer, Finance Department, BHEL-Boiler Auxiliaries Plant, Ranipet. 632406 either by mail or through registered Post, speed post or courier post.

TERMS AND CONDITIONS

1. All offers must be valid for a period of 90 days. Tender to be given in two parts. Technical bid and Price bid to be given in a separate cover and both the cover to be sealed in a single cover and shall be reached with in the due date.
2. The deadline for submission is **Friday 29-01-2016.** Any offers submitted after this date will be rejected.
3. The currency of the budget request is in Rupees (Rs). All prices quotes must therefore be stated in the said currency.
4. Any corrigendum or addendum to the contract will be published in BHEL website only.
5. The rate must be quoted Unit of measurement basis only. Any change in Unit of measurement will not be considered.
6. Minimum numbers of Persons to be deputed are 17 numbers of Assistant consultants. Hence all the relevant laws such as Minimum wages act and other relevant acts related to Assistant consultants will be applicable mutatis mutandis. The Approximate quantity mentioned in Annexure I (Column E) and +/- 10% of quantity may be executed during the tenure of the contract. However Payment will be made to actual quantity executed during the period Hence Prospective Bidders should consider the above while quote the rates.
7. Contractor should engage the Assistant consultants to execute the scope of the work (refer Annexure –I) during the tenure of the contract from 8.00 hrs to 16.30 hrs. of all working days of BHEL.
8. Assistant Consultants shall be qualified B.Com. or equivalent degree from a recognized University in India. Assistant Consultants who pursues Chartered Accountant and/or Cost Accountant will be preferred.
9. The Assistant Consultants are defined under Skilled employees category as per BHEL norms, hence the minimum wages of Rs. 12,725 to be given per month exclusive of Contribution to PF, Encashment Leave and Bonus if any applicable.
10. The tender will be awarded to overall L1 price offer and not to individual work wise.

11. Prospective bidders are kindly requested to include the following information with their offer:

A. Contact Information containing:

- Full name and address of the company/Firm.
- Full name of main contact person.
- Email Address.
- Telephone number, Fax Number and Mobile Number.
- Company's / Firms Service Tax registration number.

B. Quotations, each of which must contain:

- Reference to item no. within bidding list.
- Quotation date and reference no.
- Prices quoted in Rupees.
- Service Tax amount quoted separately at the end of each quote.
- Validity period of quote.

12. Contact Information :

R Raju
Senior Officer – Finance Department,
BHEL- Boiler Auxiliaries Plant,
Ranipet.
04172- 284947
Email : rraju@bhelrpt.co.in

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant RANIPET - 632 406. INDIA

FINANCE & ACCOUNTS DEPT.

Web site : : www.bhel.com

BHEL: BAP:FIN:ADMN:2015:12:3

Dt :01-01-2016

To

ALL CONTRACTORS:

Dear Sirs,

Sub: Contract for Consultancy Services – reg

We are pleased to enclose our enquiry for Consultancy services and request you to send your quote in a sealed cover through Registered post/Courier/speed post on or before 29-01-2016 to Sr. Accounts Officer/Administration, Finance Department, BHEL, BAP, Ranipet 632 406. Quotation received after 14.00 hours on 29-01-2016 will be summarily rejected. The technical bid will be opened on same day i.e 29-01-2016 at 14.30 hrs by an authorized Officer in the presence of the Tenderers who choose to be present for the same. The sealed covers shall have the tender reference superscribed on the top of the cover. Price Bid will be opened tentatively after ten days and it'll be informed all the successful tenderer in advance.

The tender opening date: 29-01-2016 Time:14.30

Venue: Administration Section- Finance and Accounts Department.

Interested Consultants may also download the tender document from BHEL web –www.bhel.com vide NIT No.**BAP:AC:ADMN:2015:12:1**.for quoting to this enquiry. However, the tenderers shall meet the qualification criteria as per the terms indicated therein. **The tenderers are to sign all the documents with seal and signature.**

Technical Bid : (should be given in a separate cover)

1. Qualification criteria :

Any Chartered Accountant firm or Cost Accountant firm practicing for 3 or more years in their profession can participate. The following documents may be given as proof

- a) Certificate of Registration/Practice from the respective Institute (ICAI- Chartered Accountant) or (ICAI-Cost Accountant)

2. Nature of Job :

Kindly refer the Annexure I attached. The schedule of work involved per month and per annum. Minimum no.of Assistant consultants to be engaged to complete the task are 17. Contactors may engage more than minimum requirement; However payment will be restricted to actual quantity executed during the period.

3. Liquidated Damages:

Work to be executed consistently throughout the contract period and no.of Assistant consultants to be maintained throughout the contract period. Else, liquidated Damages will be deducted at wages eligible per day of the Assistant Consultants during the period of absence.

4. FACILITIES & CODE OF CONDUCT.

As the Assistant Consultant (AC) is to use Computer and other peripherals of BHEL for the purpose of the execution of the scope, the same shall be carried with utmost care without negligence. The AC shall use the facility for the authorised purpose only. Calculators and other instruments arranged by the Authorised officer shall be returned under acknowledgement .The data and records available in the soft and hard copy shall be handled with care. The data, information, documents and knowledge of BHEL and shall not be divulged directly or indirectly by AC or Consultant to anybody and the secrecy is to be maintained.

The AC shall maintain his workplace neat and clean and attend Office by maintaining the decent dress code. The AC shall maintain good and cordial rapport with all employees of Finance and Accounts Dept. and other connecting Depts. of BHEL. Any dispute or disagreement shall be referred to only the Authorised Officer and direct confrontation with employees of BHEL shall be totally avoided. If any AC found not suitable, the consultant shall arrange for the immediate replacement of suitable AC, so that the work shall not be affected.

The contactor/assistant consultant shall take the entire responsibility for safe travel of their personnel. Suitable insurance cover if required will be the responsibility of the Consultant.. BHEL is not responsible for any liability of whatsoever in nature.

The consultants should follow the Security, Safety and other rules of BHEL framed from time to time.

All communication and correspondence shall be with Authorised Officer Only.
Any dispute shall be resolved subject to Arbitration as per Arbitration Act and BHEL reserves the appointment of sole Arbitrator to adjudicate. The decision of the Arbitrator shall be final and binding the BHEL and Consultant.

Lunch will be provided at the designated canteen of BHEL on chargeable basis at Rs.3 per head per day as applicable presently. The AC shall make his own transport facility to reach Finance & Accounts Dept. in time.

OFFER

The rate shall be quoted on firm price basis in the format enclosed as per Annexure-II and all inclusive excluding service tax as applicable from time to time.

PAYMENT

The claim shall be made to the Authorized Officer in triplicate on a monthly basis with details of the Consultants attended and consultancy scope of work duly signed by the Authorised Officer of BHEL. The rate is exclusive of applicable service tax and other taxes if any and the reimbursement of the same is subject to the submission of service tax invoice as per rules. The proof of remittance of Service tax is to be submitted along with subsequent bill. Finance Act and service tax rules applicable mutatis mutandis in line with Man power agency and consultancy services.

The payment will be made by electronic transfer to the account of the consultant.

The payment will be cleared only after entering in to an agreement in a non judicial stamp paper of Rs.20/-.

No other compensation including out of pocket expenditure of whatsoever in nature including and arising out any statutory obligations etc. will be payable by BHEL and the same is to the account of Consultant only.

LIABILITY CLAUSE

The Authorised Officer is entitled to operate risk purchase clause in the event of non-availability of ACs and engage equivalent assistant at the risk and cost of Consultant.

In the event of damage caused to the properties of BHEL with malafied intention on the part of the AC the same will be recovered from the Consultant.

STATUTORY OBLIGATIONS

The consultant or his authorised assistant consultants (AC) has to comply with all statutory regulations like PF, ESI, Minimum wages, bonus etc if applicable.

General Conditions

- ❖ No interest shall be claimed on delayed payment by the contractee
- ❖ The contract is terminable by giving one month notice by the contractee on non performance by the consultant or his authorized assistant consultants.
- ❖ The contract period is ONE (1) year from the date of award of contract.
- ❖ The consultant or his authorized assistant consultants is advised to familiarize themselves on the Scope of work.
- ❖ The Consultant or his authorized assistant consultants shall commence the work within 15 days from the date of order.

TERMS AND CONDITIONS	
Contractee - BHEL/BAP	Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet-632 406
Authorised Officer	Sr.Accounts Officer/Administration Finance and Accounts Department, BHEL/BAP/Ranipet-632 406. E mail id: rraju @bhelrpt.co.in Phone No.04172-284947
Qualification criteria	A Practicing Chartered Accountant Firm/ Cost Accountant Firm having registered 3 or more years as on 01-01-2016.
Consultant	The successful bidder possessing Qualification criteria as accepted by BHEL and awarded consultancy contract in writing by BHEL.
Consultancy Work Scope 1	Refer Annexure –I and the work consists of (a) invoicing on BHEL customers, (b) Bill passing for making payment to BHEL suppliers / Fabricators, (c) compilation of Returns under Excise, Service Tax, Sales Tax, WCST, PF, Income tax. (d) Preparation of cheques through normal and electronic media, (e) preparation and distribution of Statutory Forms, (f) compilation of annexures, documents and files in connection with (a) to (f) and other works assigned by the authorised official of Finance and Accounts Dept.
2	The Consultant shall appoint qualified assistants referred as Assistant Consultant (hereinafter called as AC) who shall be a minimum B.Com or equivalent degree holders from any recognised University. The Age of the AC preferably below 30 years of age as on 01.01.2016. The Minimum number of AC to be engaged is Seventeen (17).
Working Timings & Place	The consultants shall be present from 08.00 hrs to 16.30 hrs on all working days. of BHEL, at Finance & Accounts Dept., In case of exigency, consultants need to be present during extended hours of working if desired by authorised officer.
CST,TIN & Service Tax Registration of BAP	TIN No. under TN VAT 33243560005 Service Tax registration No:AAACB4146PST008 BHEL's Registration No. under ' CST act 1956 and Tamilnadu VAT Act 2007 CST Registration No. 239383

ANNEXURE – I

SCOPE OF WORK:

SI no	NATURE OF WORK	Unit Of Measurement	QUANTITY Per Month	Quantity Per Annum
1	IT enabled service such as assisiting in Prepartion of Accounting Records, Reconciliation of relavent Section informations , responding to information required etcc.. through systems	No.of files	5100	61200
2	Data Entry in Accounts payables such as Cenvat credit availment, other similar datas to be keen into the system (creditors and contractors) Etcc..	No.of records	12750	153000
3	Documentation such as Filing of Records, photocopying, scanning, despatching documents, taking Print out etc..	No.of Records	16150	193800
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No.of files	5950	71400
5	Billing to Customer as per LWB and Packing slip	No.of Records	4250	51000
6	Invoice wise linking and posting of Collection amount from Customer.	No.of Records	2550	30600

Check list for technical Bid:

<u>Sl No</u>	<u>Details required</u>	YES	NO
1	Certificate of registration/Practice with respective Institute (ICAI (CA) / ICAI(CWA))		
2	Acceptance of work as per Annexure I		
3	Acceptance of Terms and conditions		
4	<u>Statutory Requirement</u> Service tax registration certificate PAN CARD of the company or Partnership firm PF,ESI registration of the company or Partnership firm		
5	Unpriced Bid		

ANNEXURE III

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

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 SM/FINANCE to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of SM/FINANCE, 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 SM/FINANCE 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 Assistant consultant 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 Assistant consultant, 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 SM/FINANCE. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5.OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

7.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.

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

9. SECURITY DEPOSIT: Security deposit and EMD is not applicable.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on. 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.

11. 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.

12. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM/FINANCE 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 SM/FINANCE or the OFFICER-INCHARGE, to receive instructions.

The SM/FINANCE 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.

13. ASSISTANT CONSULTANT:- 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.

14. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO ASSISTANT CONSULTANT :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the SM/FINANCE 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.

16. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

17. 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 :-

(i) 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

(ii) 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

(iii) 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.

18. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by SM/FINANCE or his authorized officials and continues in that state after a reasonable notice from SM/FINANCE or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by SM/FINANCEs 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 SM/FINANCE or the same shall be recovered from the Contractor by other means.

19. 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

b) 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

c) 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 .

d) 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 SM/FINANCES 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 SM/FINANCE or the same shall be recovered from the Contractor by other means.

e) In case 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 Assistant consultant provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the SM/FINANCE whose decision shall be final and conclusive.

20.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 SM/FINANCE 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 SM/FINANCES 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 SM/FINANCE 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 Assistant consultant provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SM/FINANCE whose decision shall be final and conclusive.

21.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.

22.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 SM/FINANCE 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.

"If any employee/Assistant consultant working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

23.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 SM/FINANCES separately details of his claims for the work done by him up to 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 up to and including the period under report.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by SM/FINANCES.

25.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.

26. 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.

27. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month 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".

28. 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 SM/FINANCE subject to prompt notification by the contractor.

29. 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 SM/FINANCE 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 GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
 2. Whenever people work at height more than six feet, platform shall be provided or the Assistant consultants shall wear safety belt to avoid fall from the height.
 3. Wherever any area declared as dangerous, the Assistant consultants shall not be allowed to work till a written clearance is obtained from appropriate authorities.
 4. No material of any kind shall be dropped or allowed to be dropped from any height.
 5. Defective ladders shall not be used at all.
 6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
 7. The necessary safety equipment's such as gloves, boots, helmets etc must be issued to the Assistant consultant and strictly to be used while carrying out the work.
 8. If the contractor's assistant consultants are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
 9. The working area shall be kept clean and free from all obstructions.
 10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
 11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her Assistant consultant. A copy of the policy has to be submitted before commencement of work.
 12. All safety precautions are to be taken by the contractor at his cost.
 13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
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ANNEXURE V

TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of Assistant consultant employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
- (a) The contract labour (Regulation and abolition Act 1970) and the related Tamilnadu Rules.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made thereunder from time to time.

03) .REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum Assistant consultant employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more Assistant consultant)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- (4) The contractor employing 20 or more Assistant consultant is required to obtain 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 Assistant consultant employed by him/her 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.
- (5) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- (6) The contractor shall get the contract Assistant consultants engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- (7) The contractor shall ensure that all his Assistant consultant are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- (8) The contractor shall also ensure that all his/her Assistant consultant are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES:

- (9) The contractor shall pay wages to the Assistant consultant employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. In addition a sum of Rs.3200/- per month per USW is to be paid. All statutory requirements will be applicable for this amount. Any increase in wages during the contract period will be borne by the contractor.
- (10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- (11) The contractor shall ensure payment of wages to the contract Assistant consultant employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- (12) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- (13) Where the employment of any Assistant consultant is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (14) Wages due to every Assistant consultant shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- (15) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- (16) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at

- (17) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month in a form enclosed.
- (18) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- (19) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract Assistant consultant engaged for each contract in the following form:
- a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract Assistant consultant engaged during the month
 - e. No. of days worked
 - f. No. of mandays worked
 - g. Wages paid to his/her Assistant consultants

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

REGISTERS RECORDS AND COLLECTION OF STATISTICS.

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and Tamilnadu Rules there under shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
 - b. Employment Card.
 - c. Service Certificate.
 - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- (21) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- (22) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- (23) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- (24) The contractor shall without fail give up to date information in writing of the attendance of the Assistant consultants employed by him/her.
- (25) The contractor shall ensure that his/her Assistant consultants keep and produce their employment card when coming to duty and take them back when leaving duty.
- (26) All the above 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 HOURS AND WORKING CONDITIONS:

- (27) No Assistant consultants shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.

- (28) The contractor shall inform BHEL Management in the prescribed form details or the contract Assistant consultants scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her Assistant consultant are booked for work on Sunday.

NOTICE OF ACCIDENT:

- (29) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (30) The contractor shall get the contract Assistant consultant 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).
- (31) The contractor shall ensure that all his Assistant consultant are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- (32) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 2-1/4% of wages to be recovered from his/her Assistant consultant and 5% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- (33) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (34) The contractor shall ensure that his/her Assistant consultant are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.

As per the existing provisions every Assistant consultant who has completed three months continuous service or has actually worked for not less than 60 days within a period of 3 months or less shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 8-1/3% of wages will be recovered by the contractor from the wage of his contract Assistant consultants. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of Assistant consultant employed through sub-contractors also.

- (35) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (36) 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 and PF as well as the scheme made there under to the authorities concerned.
- (37) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, 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 sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.

- (38) The contractor shall abide by all the Assistant consultant and other laws applicable to contract labour/Assistant consultant under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (39) In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.

Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

General: Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.