



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

Ranipet - 632 406

Phone No 04172 – 284839
04172 – 241412

E-mail vkn@bhelrpt.co.in

PRODUCTIVITY AND MANAGEMENT SERVICES **LOGISTICS MANAGEMENT**

- The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/04.
- Only those vendors who have already enlisted with BHEL, Ranipet through enlistment procedure is allowed to participate in this tender.
- The existing approved vendors of BHEL in other units/regions may also apply with the supporting documents and performance certificate from the concerned unit/region
- Interested New Vendors may contact with their credentials to AGM (P&MS,MTD&TE,SE) BHEL, BAP Ranipet – 632 406 for due enlistment for future such tenders.
- Enlistment Application forms can be obtained from office of the Additional General Manager / P&MS,MTD&TE,SE or can be downloaded from BHEL WEB page.

DY.MANAGER/P&MS/LOGISTICS



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PRODUCTIVITY AND MANAGEMENT SERVICES LOGISTICS MANAGEMENT

Ref: P&MS/LM/059

Date: 23.05.2013

Dear Sir,

Sub: TENDER inviting price bid for supply of Two nos .Double axle trailer- 40 feet (articulated trailer) for internal movement of materials from any place to any other place within BHEL,Ranipet complex including S3 yard and Extended factory premises for a period of six months from the date of LOI. for Production department on Hire Basis for three shift operation.

Please submit your competitive offer for the above subjected internal movement as per the conditions given in the work/rate schedule and tender conditions enclosed along with the tender.

01: Nature of work

:Supply of Two nos. Double axle trailer- 40 feet (articulated trailer) for internal movement of materials (Collecting electrode bundles, Coil weighing upto 20 MT and other materials) from any place to any other place within BHEL, Ranipet complex including S3 yard and Extended factory premises for a period of Six months from the date of LOI for Production department on Hire Basis for Three shift operation.

02. Duration of contract : Six months (from the date of LOI)

03. EMD to accompany the Tender : Nil

04. Last Date and Time for receipt of Tender : 14:00 HRS ON 08.06.2013

05. Date and Time of Opening the Tender : 14:30 HRS ON 08-06-2013

06 Issued to

Yours faithfully,
for and on behalf of BHEL.,

DY.MANAGER/P&MS/LOGISTICS

Note: - Tenderer should sign and affix seal in all the pages of this document.

ANNEXURE – I -PRICE BID
TENDER NO.P&MS/LM/059 Dt.23-05-2013

| Scope of Work | <u>Rate in Rs. Per Day per trailer (three shifts)excluding service tax</u> |
|--|--|
| Supply of Two No. Double Axle Trailers- 40 feet length (Articulated Trailers) for Internal Movement of materials (Collecting electrode bundles, Coil weighing upto 20 MT and other materials) from any place to any other place within BHEL,Ranipet complex including S3 yard and Extended factory premises for a period of six months from the date of LOI for Production department on Hire Basis for three shift operation. The contractor has to deploy One Driver and One Helper per each shift. | Rs. _____ /- per Day. (three shifts) Rupees _____ _____ only per Day.(three shifts) |
| Service tax percentage | |
| <u>Service tax percentage shall be indicated clearly.</u> | |

RATE BASIS

- The rate quoted here should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities excluding Service tax. Such levies should be borne by the Contractor.
- The quoted Rate is on Per Day basis(three shift operation) irrespective of the number of trips or quantity handled per day.
- The Hiring Charges includes the Cost of Fuel, Lubricants, Repair, Maintenance expenditure, spare parts, tools etc., of the trailer and the payment to One Driver and One Helper for trailer per each shift.
- The rates quoted should be FIRM through out the currency of the contract.

SPECIAL INSTRUCTIONS

- (a) The movement between two farthest points would be around Radius of 5 KMs.
- (b) The engagement of trailers may be on all Working Days including Weekly off and holidays of BHEL.
- (c) The duration of Working in a day will be Three Shift i.e. **24 Hours** as per the shifts given below.
From 06.00 hrs to 06.00 hrs (next day) (two hours break for lunch and dinner)
- (d) For non supply of vehicles, deduction will be made on pro-rata basis. (For Fraction, less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour).For this the rate per hour will be arrived by dividing the daily rate by 22.
- (e) BHEL reserves the right to cancel the tender.
- (f) The contractor will have to provide the required Personal Protective Equipments (safety shoe, hand gloves etc) to their workmen.
- (g) Certification for the work done will have to be obtained from the Concern Executive everyday in the prescribed format.
- (h) Billing can be done on a monthly basis.
- (i) Submission of commercial offer by electronic media established by BHEL like e-mail, internet, fax etc. followed by hardcopy is acceptable and will be at the sole risk of the tenderer. The offer thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard.

Signature of the tenderer with seal and full address

ANNEXURE - II
SPECIAL CONDITIONS
TENDER No.P&MS/LM/059 Dt.23.05.2013

- 01. SCOPE :** Supply of Two Nos. **Double Axle Trailers (Articulated Trailers) 40 feet** for internal Movement of materials within BHEL, Ranipet complex including S3 yard and Extended factory premises for a period of six months for Production department on Hire Basis for three shift operation.
- 02. RATE :** There will be no price variation on account of any increase/decrease of diesel price or any other spares parts and consumables during the tenure of the Contract. The Rate quoted by the Carrier shall be **FIRM** throughout the tenure of the Contract. The rate quoted should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- 03. BILLS:** The log-book for day –to-day work executed with the tonnage handled should be maintained by the Contractor and the signature should be obtained from the site In charge/Authorized Executive of BHEL daily. The User Agency will certify the utilization of the Trailers as per the Contract to enable OP&C to forward the bill for payment to Accounts Department after verification.
- 04.** The contractor's responsibility under this contract shall commence from the data of award of contract/work.
- 05.** The contractor should engage his driver/cleaner in sufficient number as required for transportation operation And equip himself depending on the nature of the operation with whatever personal productive equipments necessary for the safety of the individual as applicable by statutory requirements such as factories act, motor vehicle act etc.
- 06.** The contractor will have to work in all the shifts during the 24 Hours as directed by concerned Officials and during the shift hours the crew of vehicle shall remain near the vehicle or office.
- 07.** The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time.
- 08.** 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.
- 09.** In case the contractor fails to operate the contract or comply with any of the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency departmentally apart from recovery of a penalty towards non placement of vehicle at Rs.500/-per day per vehicle.
- 10.** While transporting the loads it should be ensured by the contractor that loading and lashing are proper as per safety standards established by BHEL, so as not to cause Safety hazards.

11. BHEL Security and Safety Regulations should be observed by the tenders when their men /vehicles engaged in the work under this contract and the vehicle and man power used shall comply the statutory requirements.
12. The vehicles engaged should ne in running /operating conditions meeting statutory regulations such as motor vehicle act etc.
13. Vehicles for which registration number have been declared by the contractor for the exclusive is against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.
14. The drivers/cleaners 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 laborers out of BHEL complex as soon as their day's work is over.
15. The contractor is required to cover the employees/labourers by suitable insurance Scheme (like Janata Insurance)against risk over and above PF & ESI. The Policy taken by them should be produced to BHEL authorities concerned before commencing the work. ESI identify card should be presented at the gate of while loading on demand.
16. The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL'S Supervisor and executing section before starting the work and report to the other supervisor after completion at unloading point.
17. It should be ensured that the contract workers do not smoke, carrying matches, lighters ,spark producing devices or keep naked flame near Gas-line, valves and any other equipments connected with the Gas distribution system in areas with explosion/fire hazards and they shall not cook food with stove etc.
18. Contract workman shall not indulge in horseplay of any kind inside the Plant and the should not act in a manner that would distract the attention of other employee.
19. All necessary personnel protective equipments such as shoes, gloves, helmet etc. considered adequate the officer in-charge /safety Dept. shall be made available by the contractor for the use of persons employed on the site and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of equipments by those concerned. All safety equipments necessary for the work shall be arranged buy the contractor at his cost.
20. If the contractor's workmen are found violate the safety regulations, puntitive action will be taken by withholding a sum of up to Rs. 500/- for each violation.
21. Security and safety regulations of BHEL should be observed and learnt while in BHEL complex. Ignorance of such regulations will not be accepted an excuse.
22. Any notice, direction or instruction to be given under the Contract shall be in writing and delivered by hand, post , facsimile or email the Contractor.
23. BHEL shall not be responsible for any consequences arising out of non-intimation of change of address and the contractor should update the address as and when there is a change.

24. Under no circumstances the consignments handed over to the successful tenderer shall be delivered to any other transport carriers unless specially agreed in writing by Employer.
25. The General and Special conditions of Contractor are complementary to each other and where they are conflict, the decision of BHEL is final. The tender notice containing various instructions and conditions shall also form a part of the contract.
26. The contract may be pre closed depending upon BHEL's production schedule
27. The contract will be operated as and when required within the contract period.
28. The no.of trailer usage may also vary depending upon BHEL requirement and contractor should not claim for this variation.
29. In exigency, the contract may be extended with the mutual consent of both the parties with same rate, terms and conditions.

Discrepancy in "words " & " Figures "

30. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
31. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
32. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
33. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Service Tax

- i) The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.
- ii) If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

GENERAL CONDITIONS , SAFETY CONDITIONS,TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL SHALL BE APPLICABLE.

Signature of the tenderer with seal and full address

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 DGM/OP&C to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of DGM/OP&C, 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 DM/P&MS-Logistics 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 concerned executive/authorized person. 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. COMPLIANCE TO REGULATIONS AND BYE-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.

10. SECURITY DEPOSIT:- Applicable security deposit for this tender would be Rs.1.0 lakh.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- 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 Office 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 Bank / Public Financial Institutions as defined in the Companies Act.. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

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 concerned executive/authorized person 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 concerned executive/authorized person or the OFFICER-INCHARGE, to receive instructions.

The concerned executive/authorized person 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. 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.

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 WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/OP&C 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 concerned executive/authorized person or his authorized officials and continues in that state after a reasonable notice from concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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 labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the concerned executive/authorized person 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 concerned executive/authorized person ;
- 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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/labourer 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 concerned executive/authorized person 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 NEFT / RTGS payment within a reasonable time after the certification of bills by the concerned department.

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 concerned executive/authorized person 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 concerned executive/authorized person 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.

ANNEXURE IV

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 workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers 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 equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen 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 workmen. 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 labour 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 labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

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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 workmen 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 workmen 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 labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- (7) The contractor shall ensure that all his workmen 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 workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES:

- (9) The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. The present minimum wages are Rs.251/- for USW and Rs.259/- for SSW and Rs.266/- for SW per day per person. Any increase in minimum wage during the contract period shall 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 labour 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 worker 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.

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- (14) Wages due to every worker 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 labour engaged for each contract in the following form:
 - 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 mandays worked
 - g. Wages paid to his/her workers

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.,

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- (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 workers employed by him/her.
- (25) The contractor shall ensure that his/her workers 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 workers 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 of the contract workers 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 workmen are booked for work on Sunday.
- (29) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- (30) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October.
- (31) The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- (32) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

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- (33) No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.
- (34) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules .

NOTICE OF ACCIDENT:

- (35) 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.
- (36) 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).
- (37) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- (38) 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 workmen 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.
- (39) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (40) The contractor shall ensure that his/her workmen 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 worker 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 labours. 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 workmen employed through sub-contractors also.

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- (41) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (42) 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.
- (43) 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.
- (44) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (45) 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.
- (46) 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.

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